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Sir Orl. Bridgman's CONVEYANCES:

BEING

May 19
Select Precedents

OF

Deeds and Instruments

Concerning the Most
Considerable **ESTATES** in *ENGLAND*.

Drawn and approved by
That **HONOURABLE PERSON**
In the time of his Practice.

The Second **EDITION** carefully Corrected.

To which is added,
A New **TABLE**, and every particular **COVENANT**
noted in the Margin to which it refers.

ALSO

Some other very useful Precedents of *Conveyances* never
before Published.

L O N D O N,

Printed by the Assigns of *Richard and Edward Atkins* Esquires:
For *W. Battersby, T. Bassett*; And are to be sold by *T. Saw-
bridge* in *Little-Britain*, *M. Gillyflower* and *W. Hensman* in *West-
minster-Hall*, 1690.

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CONVEYANCES:

Select Specimens

OF

Deeds and Instruments

Compiled by J. H. W. L. L. L.

HONORABLE

Second Edition

JUL 20 1916

THE TABLE and every part of the COVENANT

AS TO

THE TABLE and every part of the COVENANT

LONDON

Printed by J. H. W. L. L. L.



TO THE
HONOURABLE
Sir John Bridgman
BARONET.

S I R,



Should have offered a palpable Injury to the Memory of my Lord, your Deceased Father, if I had fixed upon any other Patron than your Honour, the living Image of himself: That large Stock of Reputation which his great Merits and Abilities have purchased, is by your Imitation of his Vertues become your own: And to you only, all that was his, is justly due: And this imboldens me the rather to Dedicate to your Honour these following Instruments of Law, which challenge your Noble Father for their Author, being all Composed by his Advice and Direction.

As

The Epistle Dedicatory.

As for my self, I account it no mean satisfaction, that the Station I was placed in as his Clerk, hath enabled me to present to the Publick View so useful a Piece, and that I have this opportunity to express the great and humble Respect and Devotion I bear to your Honour, to whom, and all the Branches of your Family, I wish both Temporal and Eternal Happiness.

From my Chamber
in *Tharvies Inn*,
June 24. 1682.

Your Honours most humble

and obedient Servant,

Tho. Page Johnson.

T O

TO THE
READER.

THese Precedents need no other Encomium, than that they were the Draughts of that Eminent and Learned Person, the late Lord Keeper Bridgman; framed and advised by him during the time of his Padrice; when the unhappy Circumstances wherein this Kingdom stood, afforded no other means of Safety to Persons of his Loyalty and Constancy, than a strict Retirement from all Publick Affairs.

It's well known to several yet alive, in what esteem he was with his Royal Master, King CHARLES the First, to whom in the late Troubles he intirely adhered with all imaginable Zeal and Fidelity, and who often imployed him as a Commissioner in the Negotiations then on foot.

After the ill Successes of the Royal Party had exposed them to the Fury and Rage of their Enemies, he had among others involved in that Common Calamity, a plentiful share of Sufferings, which yet could never extort from him the least Compliance with those Powers which then usurped the Government, but betaking himself to a Sedentary kind of Life in his Chamber, he became the great Oracle, not only of his Fellow Sufferers, but of the whole Nation in Matters of Law; his very Enemies not thinking their Estates secure without his Advice.

Then it was, That these Precedents were framed and advised by him; they being for the most part Settlements between Persons of the greatest Honour in the Kingdom. And that they were really his, no Man can better attest than my self, who was then his Clerk, and a witness to the execution, if not of all, yet of the more considerable part of them.

The

To the Reader.

The great Abilities of this Eminent Person, his indefatigable Industry, his exquisite and thorough Knowledge in the Laws, the Solidity of his Judgment, the quickness of his Apprehension and Parts, and (to come nearer home to the present Occasion) his excellent Method and happy Way of expressing himself, in his Conferences, which will easily appear to the Reader, who will here find several things altogether New, and not extant in any Book yet published; are Matters which deserve a far abler Pen than mine to dilate upon them: All I shall add is, That he lived to see his Merits rewarded, and his Gray Hairs crowned with Honour, by the Royal Bounty of our present Gracious Sovereign, he having first presided in two of the principal Courts of Law, and being afterwards advanced to the highest Office in this Kingdom, which a Subject of England is capable of.

Tho. Page Johnson.

PRECEDENTS

OF

CONVEYANCES.

A Settlement by Partition by Daughters and their Husbands, Tenants in Common.

This Indenture made, &c. between the Right Honourable the Lady M. C. Widow, Lady L. of the first part, the Right Honourable T. Lord S. and the Lady E. his Wife of the second part, and J. G. H. of C. in the County of G. Esquire, and A. his Wife of the third part. *Whereas* by one Indenture, bearing date, &c. made or mentioned to be made between the Right Honourable E. Earl of S. since deceased, of th'one part, and F. N. of, &c. and G. G. of, &c. of the other part, *He the said Earl did revoke* all the Uses and Estates in all the Manors, Lordships, Messuages, Lands, Tenements and Hereditaments in the said Indenture after specified *which he had power to revoke*: And for good and sufficient Causes him moving; And for the settling and establishing of the Castles, Manors, Lands, Tenements and Hereditaments hereafter expressed for and to the use and uses in the said Indenture limited and appointed for him and his Heirs, **Did Covenant** and grant to and with the said F. N. and G. G. **That the said Earl** at or before the first day of N. next ensuing the date of the said Indenture should and would in due form and order of Law acknowledge and levy one or more Fine or Fines sur Conusans de Droit come ceo que ils ont de leur Done to the said F. N. and G. G. with Proclamations thereupon to be had and made according to the form of the Statute in that case made and provided, and by such name and names, quantity and quantities of Acres, and otherwise, as should be meet and convenient, *Of the Castle of E. Bolton with the Appurtenances, and of the Manors of E. B. W. B. &c. and of all and singular the Castles, Manors, Rectories, Advowsons, Tithes, Lands, Tenements and Hereditaments of the said Earl, in Possession, Reversion, Remainder or Use, situate, lying and being, happening or renewing in the several Counties of T. City of T. and Co. of the same City of T. the Counties of N. L. B and D. and in every of them; Which Fine and Fines as aforesaid covenanted and agreed upon to be had and levied, as all other Fine and Fines as well heretofore had, levied or acknowledged, as at any time hereafter, before the said first day of N. then next ensuing the date of the said Indenture, to be had,*

Recital of
a Deed of
Covenant
to levy a
Fine.

B

levied,

Uses.

Fine levied accordingly.

Some of the Uses determined.

The Premises come to three Daughters in Tail.

They now become Tenants in Common.

Premises shall be divided into three parts.

First Part.

Several Manors, &c.

levied, sued forth or perfected of the Premises or any part thereof; were by the said Indenture *declared to be* and enure to the use and behoof of the said Earl and of the Heirs Males of his Body lawfully begotten and to be begotten; *And for default* of such Issue, to the use and behoof of J.S. in the said Indenture named, and since deceased, and to the Heirs Males of the Body of the said J.S. &c. lawfully begotten and to be begotten; *And for default* of such Issue, then to the use and behoof of the said M. Lady L. by her then name of M.S. alias, &c. the said Lady E.S. by her then name of E.S. alias, &c. and of the said A.H. her then name of A.S. alias, &c. the three natural and reputed Daughters of the said Earl, and the three Daughters of M.J. in the said Indenture named, or by whatsoever other name or names they the said M.A. and A. or any of them were or should be called or known, and of the Heirs of the Bodies of the said M.E. and A. lawfully begotten and to be begotten, with other Remainders over; As in and by the said Indenture (relation, &c.) more plainly, &c. may appear; *And whereas also one or more such Fine or Fines* sur Conus. &c. with Proclamations thereupon, according to the Stat. *was or were accordingly had,* levied and acknowledged by the said Earl of S. to the said G.N. and G.G. of all the said Manors, Lordships, Castles, Messuages, Rectories, Tithes, Lands, Tenements, Hereditaments and Premises in the said Indenture mentioned, to the uses in the said Indenture declared, and herein before mentioned; *And afterwards* the said E. Earl of S. died without any Heir male of his Body lawfully begotten; *And the said Jo. S. alias, &c. is also since deceased without any Heir male* of his Body lawfull begotten, whereby all and singular the said Castle, Manors, Rectories, Advowsons, Tithes, Lands, Tenements, Hereditaments and Premises *did* remain and come unto the said M. Lady L. Lady Eliz. S. and A. H. and the Heirs of the Bodies of the said M.E. and A. lawfully begotten and to be begotten; *And since that there have been several Conveyances and Settlements made by the said Lady M. Lady E. and A. and their several Husbands severally and respectively, or some of them, of their several parts and purparties of and in all the said Premises, whereby they are all now become Tenants in Common in all and singular the said Manors, Castles, Rectories, Advowsons, Tithes, Lands, Tenements, Hereditaments and Premises so settled and conveyed by the said late Earl of S. as aforesaid.*

Now this Indenture witnesseth, That for a Division of all and singular the said Castle, Manors, Messuages, Lands, Tenements, Tythes, Hereditaments and Premises whatsoever herein before mentioned, to be made between the said Parties to these Presents, That every of them may hold and enjoy their part in severalty to them, their Heirs and Assigns; *It is hereby covenanted, granted, concluded and agreed by and between all the said Parties to these Presents for them and their Heirs in manner and form following, (that is to say,) That all the said Manors, Castles, Messuages, Lands, Tenements, Tithes, Hereditaments and Premises shall be and are hereby divided and set forth into three parts, divisions or allotments: And that for the first of the said three parts, divisions or allotments, there shall be and is hereby set forth and allotted, The said C. of E. B. with th' Appurtenances, and all those the said Manors of East B. West B. &c. with their and every of their Rights, Members and Appurtenances in the said County of Y. And also all that the said Manor of L. with the Rights, Members and Appurtenances thereof. And all other the said Messuages, Cottages, Houses, Edifices, Orchards, Gardens, Dove-houses, Lands, Tenements, Meadows, Pastures, Feedings, Mines of Coal and Mines of*

of Lead, Commons, Waies, Waits, Heaths, Furzes, Woods, Under-woods, Mills, Waters, Fishings, Free-warrens, Parks, Chafes, Waifs, Elstraies, Heriots, Rectories, Advowsons, Donations, Presentations, Rents, Reversions, Services, Wards, Marriages, Reliefs, Escheats, Fees, Issues, Fines, Amerciaments, Liberties, Regalities, Priviledges, Suits, Seigniories, Franchises, Jurisdctions, Authorities, Courts, Leets and Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth; And all other Royalties, Franchises and Liberties whatsoever unto the said several Manors or Lordships, Messuages, Lands, Tenements and Hereditaments, intended for the said first Division or Alotment, or any of them, or any part or parcel of them or any of them, belonging or in any wise appertaining; Together with all and singular their and every of their Appurtenances in the said County of T. and Bishoprick of D. And all other the Messuages, Lands, Tenements, Tithes and Hereditaments whatsoever late of him the said Earl, or in and by the said recited Indenture and Fine comprised or settled as aforesaid, situate, lying or being in the Parishes, Towns, Villages, Hamlets and Fields of East B. West B. &c. or in any of them, in the said County of T. or in L. in the said Bishoprick of D. All which said Castle, Manors, Lands, Tenements, Hereditaments and Premises so agreed to be set out for the first of the said three Parts, Divisions or Alotments, shall be called, distinguished and known by the name or names of the first Division or the first Alotment; And that for the second of the said three Parts, Divisions or Alotments, shall be and is hereby set forth and allotted All those the said Manors or Lordships of L.B. and E. with their and every of their Rights, Members and Appurtenances in the said County of N. And all and singular the Messuages, Lands, Tenements and Hereditaments whatsoever late of him the said Earl of S. in the said recited Indenture and Fine or Fines mentioned or comprised, situate, lying and being, &c. And all Suits, Seigniories, Services, Franchises, Liberties, Jurisdctions, Authorities, Priviledges, Courts, Leets and Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth; And all other Royalties whatsoever unto the said three last mentioned several Manors of L. B. and E. and unto every of them, or unto any part or parcel of them or any of them belonging or in any wise appertaining, with all and singular their and every of their Appurtenances; And the Advowsons and Patronages of the two several Rectories and Parish-Churches of L. and E. aforesaid, in the said County of N. And all the said Messuages, Cottages, Lands, Tenements and Hereditaments whatsoever, with th' Appurtenances, late of him the said Earl, situate, lying and being in the said County of N. and in S. and B. or elsewhere in the said County of L. And also all those the said Manors of U. E. and T. with their and every of their Rights, Members and Appurtenances in the said County of T. And all other the Messuages, Lands, Tenements, Rents and Hereditaments whatsoever, late of him the said Earl, and in the said recited Indenture and Fine or Fines mentioned and settled as aforesaid, situate, lying, being, coming, growing or renewing in the Parishes, Towns of, &c. or in any of them, in the said County of T. All which said Manors, Messuages, Lands, Tenements, Hereditaments and Premises so agreed to be set forth and allotted for the second of the said three Parts, Divisions or Alotments, shall be called, distinguished and known by the name and names of the second Division or the second Alotment; And that for the third of the said three Parts, Divisions or Alotments there shall be, and is hereby set forth and allotted All those the Manors or Lordships of H. and B. with their and either of their Appurtenances in the said County

Second Part.

Third Part.

of B. And all and singular the said Messuages, Lands, Tenements and Hereditaments whatsoever, late of him the said Earl, with all and singular their and every of their Appurtenances in the Parish and Town of H.G. and W. in the said County of B. And all the said Suits, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Priviledges, Courts, Leets, and Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth; And all other Royalties whatsoever unto the said Manors or Lordships of H. and B. or to them or either of them belonging or in any wise appertaining, with all and singular their and every of their Appurtenances; And the said Advowson and Patronage of the Rectory and Parish-Church of H. aforesaid, in the said County of B. And all other the said Manors, Lands, Tenements and Hereditaments in the said County of B. And all that the said Manor of H. in the Bishoprick of D. with all and singular the Rights, Members and Appurtenances thereof; And all other the said Messuages, Lands, Tenements and Hereditaments whatsoever, late of him the said Earl, situate, lying and being in H. &c. And also all those the said Manors of B.S. and C. with their and every of their Appurtenances, in the said County of T. And also all other the said Messuages, Lands, Tenements and Hereditaments whatsoever, late of him the said Earl, and in the said recited Indenture and Fine comprised or settled as aforesaid, lying or being in the Parishes, Towns, Villages, Hamlets and Fields of B. &c. or in any of them, in the said County of T. or in the said City of T. and County of the same City of T. All which said Manors, Messuages, Lands, Tenements, Hereditaments and Premises so agreed to be set forth and allotted for the third of the said three parts, divisions or allotments, shall be called, distinguished and known by the name or names of the third Division or the third Alotment. And it is hereby further covenanted, granted, concluded and agreed by and between all the said Parties to these Presents for them, their Heirs and Assigns, That all the said whole Premises being so hereby set forth and divided into the said three parts, divisions or allotments as aforesaid, It shall be resolved and determined by way of Lot to which of them the said Lady M. Lady E. and A. each several part, division or allotment shall belong, in manner and form following; That is to say, In one small Scroll of Parchment shall be written these words, viz. East B. or the first Division, which Scroll shall be inclosed in Wax, to be made up in form of a Ball, and the said Ball shall stand for, and be the Lot for the first part, division or allotment, (viz.) The said Castle of E.B. and other the Premises herein before set-out for the first of the said three parts, divisions or allotments; In one other like Scroll of Parchment shall be written these words, viz. L. or, the second Division, which Scroll shall be in like manner inclosed in Wax, to be made up in form of a Ball, and the said Ball shall stand for and be the Lot for the second division or allotment, (viz.) The said Manors or Lordships of L. &c. and other the Premises therein before set-out for the second of the said three parts, divisions or allotments. And in one other like Scroll of Parchment shall be written these words, viz. H. or, the third Division, which Scroll shall be in like manner inclosed in Wax, to be made up in form of a Ball, and the said Ball shall stand for and be the Lot for the third part, division or allotment, (viz.) The Manors or Lordships of H. &c. and other the Premises herein before set-out for the third of the said three parts, divisions or allotments; And all the said three Balls shall be put together in a Bagg; And first, the said M. Lady L. shall put her Hand into the said Bagg, and take out one of the said Balls, And afterwards, the said T. Lord S. for himself

Each part to be written in a Scroll and enclosed in a Ball of Wax.

The Parties to take them out of a Bagg.

himself and the said Lady E. his Wife shall put his hand into the said Baggs, and take out another of the said Balls; And afterwards the said J. G. H. for himself and the said A. his Wife shall put his hand into the said Baggs, and take out the other of the said Balls; And that Lot which shall be taken by the said Lady M. shall stand and be for the part and purparty of the said Lady M. her Heirs and Assigns, of all the said Manors, Lands and Hereditaments; And that Lot which shall be taken by the said Lord S. shall stand and be for the part and purparty of the said Lady E. his Wife, her Heirs and Assigns, of all the said Manors, Lands and Hereditaments; And that Lot which shall be taken by the said J. G. H. shall stand and be for the part and purparty of the said A. his Wife, her Heirs and Assigns, of all the said Manors, Lands and Hereditaments; And that they and every of them the said Lady M. Lord S. and Lady E. his Wife, and J. G. H. and A. his Wife, and their several Heirs and Assigns, and all other Persons claiming by, from or under them, or any of them, or by any Grants or Conveyances made by them or any of them, shall and will for ever abide and stand to such Determination by way of Lot as aforesaid; And that after such Determination made by Lot as aforesaid, Assurances and Conveyances shall be made of the said several parts and divisions accordingly; That is to say, Such of the said Parties to these Presents, and their Heirs and Assigns, to whom the said Castle, Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby allotted and set forth for the said first division or allotment shall fall or happen by way of Lot as aforesaid, shall and will from time to time, and at all times, within the space of twenty years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the Law of the said other Parties to these Presents, or their Heirs or Assigns, respectively make and execute all such reasonable Assurances and Conveyances for the assuring, releasing and conveying of all the rest of the said Manors, Lands and Premises set forth and allotted for the said second division, and for the said third division respectively; And all his, her and their Estate, Interest, Claim and Demand in or to the same, unto such of the said Parties and their Heirs and Assigns, to whom they shall respectively happen or fall by such Lot as aforesaid, as by such the said Parties and their Heirs, to whom the same shall happen to fall by Lot as aforesaid, shall be reasonably devised and required; And such of the said Parties to these Presents, and their Heirs and Assigns to whom the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby allotted and set forth for the said second division or allotment shall fall or happen by way of Lot as aforesaid, shall and will from time to time, and at all times within the space of twenty years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in Law of any of the said other Parties to these Presents, or their Heirs respectively, make and execute all such reasonable Assurances and Conveyances for the assuring, releasing or conveying of all the rest of the said Manors, Lands and Premises set forth and allotted for the said first division, and for the said third division respectively; And all his, her or their Estate, Interest, Claim and Demand in or to the same, unto such of the said Parties and their Heirs and Assigns to whom they shall respectively happen or fall by such Lot as aforesaid, as by such the said Parties and their Heirs to whom the same shall so happen to fall by Lot as aforesaid, shall be reasonably devised and required; And such of the said Parties to these Presents and their Heirs and Assigns to whom the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby allotted and set forth for the said third division or allotment, shall fall or happen by way of Lot as aforesaid, shall and

Each Party to stand to their Lot; and that such Person to whom the first allotment shall fall, shall release to the other two their Parties respectively.

The like for the second Lot.

The like for the third.

Estates
for life in
being on
part of
the Pre-
misses.
So the
present
Rents of
the se-
cond and
third al-
lotment,
less than
of the
first.

To be
made e-
qual by
Rents
payable
out out of
the first.

and will from time to time, and at all times within the space of twenty years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the Law of any of the said other Parties to these Presents, or their Heirs or Assigns respectively, make and execute all such reasonable Assurances and Conveyances, for the assuring, releasing or conveying of all the rest of the said Manors, Lands and Premises, set forth and allotted for the said first division, and for the said ~~second~~ division respectively; And all his, her or their Estate, Interest, Claim and Demand in or to the same, unto such of the said Parties and their Heirs and Assigns, to whom they shall respectively happen or fall by such Lot as aforesaid, as by such the said Parties and their Heirs to whom the same shall so happen to fall by Lot as aforesaid shall be reasonably devised and required; And so-
asmuch as the said M. J. Mother of the said Lady M. Lady E. and A. hath an Estate for her life in some part of the said Manors and Premises, and the Right Honourable E. Countess Dowager of S. hath also an Estate for her life in other part of the said Manors, Lands and Premises; and during the respective Lives of the said M. J. and E. C. D. of S. the present Rents of the said Manors, Lands and Premises allotted and set out for the said second and third divisions, are less than the present Rents of the said Manors, Lands and Premises allotted and set out for the said first division; It is therefore farther covenanted, granted, concluded and agreed by and between all the said Parties to these Presents, That for the more equal sharing and dividing of the present Rents and Revenues of all the said Premises between the said Parties to these Presents, such of the said Parties to these Presents, and their Heirs and Assigns to whom the said first division or allotment shall fall or happen by Lot as aforesaid, shall pay unto such of the said Parties to these Presents and their Heirs, to whom the said third division or allotment shall fall or happen as aforesaid by Lot, a yearly Rent of 23 l. 4 s. 4 d. half-penny, by half-yearly payments, during the joynt Lives of the said M. J. alias S. and the said Eliz. C. D. of S. And shall also pay unto such of the said Parties to these Presents, and their Heirs to whom the said second division or allotment shall fall or happen by Lot as aforesaid, a yearly Rent of 735 l. 9 d. ob. by half-yearly payments, during the said joynt Lives of the said M. J. alias S. and Eliz. C. D. of S. And in case it shall happen the said Eliz. C. D. of S. to dye before the said M. J. alias S. Then such of the said Parties to these Presents, and their Heirs to whom the said first division or allotment shall fall or happen by Lot as aforesaid, shall pay from and after the Death of the said C. D. during all the life of the said M. J. alias S. a yearly Rent of 56 l. 11 s. ob. by half-yearly payments unto such of the Parties to these Presents, and their Heirs to whom the said third division or allotment shall fall or happen by Lot as aforesaid; And also a yearly Rent of 68 l. 7 s. 5 d. ob. by half-yearly payments unto such of the said Parties to these Presents, and their Heirs to whom the said second division or allotment shall fall or happen by Lot as aforesaid; And in case it shall so happen, that the said M. J. alias S. shall die before the said Eliz. C. D. of S. Then such of the said Parties to these Presents, and their Heirs to whom the said first division or allotment shall fall or happen by Lot as aforesaid, are to pay from and after the Death of the said M. J. alias S. during all the natural life of the said Eliz. C. D. of S. a yearly Rent of 647 l. 9 s. 7 d. by half-yearly payments, unto such of the said Parties to these Presents, and their Heirs to whom the said second division or allotment shall fall or happen by Lot as aforesaid; And then also such of the said Parties to these Presents, and their Heirs to whom the said third division or allotment shall fall or happen by Lot as aforesaid, are to pay

pay from and after the death of the said *M. J.* alias *S.* during all the natural life of the said *Eliz.* C.D. of *S.* a yearly Rent of 6 *l.* and 1 *d.* by half-yearly payments unto such of the said Parties to these Presents, and their Heirs to whom the said second division or allotment shall fall or happen by Lot, as aforesaid; And in case it shall happen that *A. S.* Widow, late Wife of *W. S.* late of *H.* in the said County of *D.* shall over-live the said *Eliz.* C.D. of *S.* and the said *M. J.* alias *S.* then from and after the decease of the longer Liver of the said C.D. of *S.* and *M. J.* alias *S.* such of the said Parties to these Presents, and their Heirs to whom the said first division or allotment shall fall or happen by Lot, as aforesaid, shall pay, during all the natural Life of the said *A. S.* a yearly Rent of 13 *li.* 6 *s.* 8 *d.* by half-yearly payments, unto such of the said Parties to these Presents, and their Heirs to whom the said third division or allotment shall fall or happen by Lot, as aforesaid; And then also such of the said Parties to these Presents, and their Heirs to whom the said second division or allotment shall fall or happen by Lot, as aforesaid, shall pay, unto such of the said Parties to these Presents, and their Heirs to whom the said third division or allotment shall fall or happen by Lot, as aforesaid, from and after the decease of the longer Liver of the said C.D. of *S.* and the said *M. J.* alias *S.* during all the time of the natural Life of the said *A. S.* the like yearly Rent of 13 *li.* 6 *s.* and 8 *d.* by half-yearly payments; All the said yearly Rents to be paid by equal half-yearly payments, at the Feasts of, &c. yearly, during the continuance of the said respective Rents; And it is also further agreed by and between the said Parties to these Presents, That the said Persons and their Heirs respectively, to whom the respective Rents aforesaid shall be due and payable as aforesaid, by the intent of these Presents, shall and may distrain from time to time for the same as often as the same shall be arrere upon all or any of the Manors, Lands or Hereditaments which shall happen or fall-out by Lot, as aforesaid, to the respective Persons who by the intent of these Presents are to pay the said Rents; And the Distress and Distresses there taken to impound, and in Pound to detein till he or they be paid and satisfied the said Rent or Rents so arrere with their Damages and Costs; And further, That before the

the said Persons to these Presents to whom the said first division or allotment shall fall or happen by Lot, as aforesaid, shall give farther good and sufficient Securities to the respective Persons to whom the said second or third divisions or allotments shall fall or happen, as aforesaid, for payment of the said several Rents before-mentioned, which by the true intent and meaning of these Presents are or shall be payable by such Person or Persons to whom the said first division or allotment shall happen during the said several terms, and upon the said several contingencies, and in such manner and form as the same are herein before agreed to be paid; Be it by Obligation or Obligations with reasonable Penalties, or by Demise or Demises of a proportionable part of the said Premises in the said first alot or division, or otherwise, as by the said respective Persons to whom the said second and third divisions or allotments shall fall or happen, as aforesaid, or by his or their Council learned in the Law respectively shall be reasonably devised or advised and required. In witness whereof the said Parties to these Presents their Hands and Seals interchangeably have set the day and year first above-written.

Clause for
distress
for such
Rents.

And further
assur-
ance for
the same
by Bond
or Demise
of part of
the Pre-
misses.

And the said *A. B.* and *R. G.* for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, do covenant, promise and grant

Covenant
that the
Purcha-
sers shall

perform
with the
Tenants
in posses-
sion to en-
joy their
Contracts
and Leases
without
interrup-
tion.

grant to and with the said Sir *W.P.* and Sir *R.O.* their Heirs, Executors and Administrators, by these Presents, That they the said *A.B.* and *R.G.* their Heirs and Assigns shall and will ratifie, confirm, make-good and perform unto and with the said *E.P. G.S.* and *R.B.* respectively, their several Executors and Administrators, the Contracts heretofore made with them respectively, by *T.D.* by Warrant and Commission from the said *H. Earl of A.* for Leases unto them the said *E.P. G.S.* and *R.B.* respectively, of the Premises before-mentioned to be in their respective Occupations for the Terms and under the Rents herein before-mentioned; And also shall and will permit and suffer the said *E.P. G.S.* and *R.B.* their Executors and Administrators, paying their said Rents, quietly to enjoy the said several Premises in their respective Occupations, during the said space of 21 years, to be computed from the 25th day of *March*, in the said year 1650. without any interruption, eviction or ejection of or by them the said *A.B.* and *R.G.* their Heirs or Assigns, or any Person or Persons claiming from, by or under them or either of them.

Mortgage
by assign-
ment of a
College
Lease for
years.
Vide f. 70.

This Indenture made, &c. between J. P. of W. in the County of E. Esquire of the one part, and Sir *W.L.* of little *W.* in the said County of *E.* Baronet of the other part: **Whereas** by one Indenture bearing date the, &c. last past before the date hereof made or mentioned to be made between the Right Worshipful *G.M.* the Warden and Scholars of *St. Mary College of Winchester in Oxford*, commonly called *New-College in Oxford*, on the one part, and the said *J.P.* on th'other part: **The** said Warden and Scholars of and by their whole or common assent and consent did demise, grant and to farm let unto the said *J.P.* **All that** their Scite of their Manor of *E.* within the Hundred of *D.* in the County of *E.* aforesaid, &c. To have, &c. all the said Scite of the Manor of, &c. and all and singular other the demised Premises with their Appurtenances (except before excepted and reserved) unto the said *J.P.* his Executors, Administrators and Assigns, from the, &c. last past, before the date thereof, unto the end and term of, &c. from thence next and immediately following fully to be compleat and ended; As in and by the said Indenture under the common Seal of the said Warden and Scholars (relation being thereunto had) more plainly, &c.

Lease re-
cited.

Assign-
ment.

Now this Indenture witnesseth, That the said *J.P.* for and in consideration of the Sum of 1000*l.* &c. to him in hand paid by the said Sir *W.L.* at or before the enfealing, &c. The Receipt whereof the said *J.P.* doth hereby acknowledge; and thereof and of every part and parcel thereof doth clearly and absolutely acquit and discharge the said Sir *W.L.* his Executors and Administrators for ever by these Presents; **hath** granted, bargained, sold, assigned, and set over; And by these Presents doth, &c. unto the said Sir *W.L.* **All that** the said Scite of the Mannor of *East-Hall* aforesaid, with th' Appurtenances, and all Lands, Tenements and Hereditaments to the same belonging or appertaining, or therewith usually occupied or enjoyed or accepted, reputed or taken as part, parcel or member thereof, or as belonging thereto; And all and singular other the Houses, Edifices, Buildings, Lands, Tenements and Hereditaments whatsoever which in and by the said recited Indenture were demised, granted and to farm-letten unto the said *J.P.* as aforesaid, except as in the said Indenture is excepted; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *J.P.* of, in and to the Premises or any part thereof; Together also with the said recited Indenture of Lease; **To have, &c.** the said Scite of the Manor of *East-Hall* aforesaid, and all and singular other the Premises with th' Appurtenances

The Pre-
misses.

Habend'.

nances (except before excepted) unto the said Sir *W. L.* his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of, &c. yet to come and unexpired, in as ample manner and form as he the said *J. P.* might have, hold and enjoy the same Premises by virtue of the said recited Indenture of Lease or otherwise howsoever if these Presents had not been made. **Provided** always, and these Presents are upon this Condition nevertheless, That if the said *J. P.* his Executors, Administrators or Assigns, or any of them shall well and truly pay, or cause to be paid unto the said Sir *W. L.* his Executors, Administrators or Assigns, or any of them, at or in the now Dwelling-house of the said Sir *W. L.* in little *W.* aforesaid, the full Sum of 1000*l.* of, &c. at one entire payment, on the, &c. next ensuing the date hereof, without any defalcation, deduction or abatement of any thing for or in respect of any taxes, charges, payments or assessments ordinary or extraordinary, or otherwise howsoever; That then this present Indenture and the Grant, Bargain, Sale and Assignment herein contained shall cease and be void to all intents and purposes; **And the said *J. P.*** for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said Sir *W. L.* his Executors, Administrators and Assigns, by these Presents; That he the said *J. P.* his Executors, Administrators or Assigns, or some or one of them shall and will well and truly pay, or cause to be paid unto the said Sir *W. L.* his Executors, Administrators or Assigns, the said Sum of 1030 *l.* at one intire payment, at the time and place before in the said Proviso or Condition mentioned for payment thereof, without any defalcation, deduction or abatement as aforesaid; **And the said Sir *W. L.*** for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said *J. P.* his Executors, Administrators and Assigns, by these Presents, *That if the said *J. P.* his Executors, Administrators or Assigns, shall make true payment of the said Sum of 1030 *l.* herein before covenanted to be paid at the day and place herein before appointed for payment thereof;* That then he the said Sir *W. L.* his Executors, Administrators and Assigns, shall and will, at the Request, Costs and Charges of the said *J. P.* his Executors, Administrators or Assigns, assign over and convey all his remaining Estate in the Premises unto the said *J. P.* his Executors or Administrators, or to such person or persons as the said *J. P.* his Executors or Administrators shall direct or appoint, freed of and from all Incumbrances done or suffered by the said Sir *W. L.* his Executors, Administrators or Assigns.

Proviso to be void on payment of Principal and Interest at one payment.

Covenant to pay the Money.

Covenant by the Mortgagee to assign the Mortgage upon receipt of his Money.

And farther also, That until default shall be made by the said *J. P.* his Executors, Administrators or Assigns in payment of the said Money herein before covenanted to be paid, or of some part thereof, at the day and place of payment before-mentioned; He the said Sir *W. L.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *J. P.* his Executors, Administrators and Assigns, to receive and take all the Rents and Profits of the said Scite, Lands and Premises, without any accompt to be made or given unto him the said Sir *W. L.* his Executors, Administrators or Assigns, for or concerning the same; **And the said *J. P.*** for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said Sir *W. L.* his Executors, Administrators and Assigns, by these

To permit the Mortgagor to enjoy till default of payment.

Covenant by the Mortgagor that the original Lease is valid in Law.

these Presents ; That the said original Lease herein before mentioned and recited, is a good and sufficient Lease valid in the Law, and is yet in being, and not forfeited, surrendered, or any ways determined or become void ; And that all the Rent reserved upon the said Lease which hath been hitherto payable, hath been and is well and truly paid, satisfied and discharged ; And that all the Covenants on the Lessees part which hitherto have been to be performed, have been truly performed and kept ; And that by virtue thereof he the said *J. P.* is lawfully estate and interest of and in all and singular the said Scite, Messuages, Lands, Tenements and Hereditaments herein before mentioned to be assigned, and of and in every part and parcel thereof of a good Estate, for all the time and number of years to come for which the same are in and by the said original Indenture of Lease mentioned to be granted ; And hath full power and authority to assign and set over the same unto the said *Sir W. L.* his Executors, Administrators and Assigns, in manner and form aforesaid ; And that if default shall happen to be made of or in payment of the said Monies herein before covenanted to be paid, or of any part thereof, at the time herein before limited for payment thereof ; That then and from thenceforth it shall and may be lawful to and for the said *Sir W. L.* his Executors, Administrators and Assigns, into all and singular the Premises and into every part and parcel thereof to enter, and the same from thenceforth for and during all the rest and residue of the said term of years then to come and unexpired, peaceably and quietly to hold and enjoy the Rents, Revenues, Issues, Profits and Commodities thereof, and of every part and parcel thereof, coming, arising and growing, to have and take during all the said term of years without any manner of denial, let, suit, trouble, hindrance, interruption, eviction or ejection of or by the said *J. P.* his Executors, Administrators or Assigns, and without the lawful let, suit, trouble, interruption, eviction or ejection of or by any other person or persons whomsoever ; And free and clear, and freely, clearly and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other Grants, Bargains, Sales, Assignments, Leases, Estates, Mortgages, Charges and Incumbrances whatsoever ; And the said *J. P.* doth farther also, by these Presents, for himself, his Executors, Administrators and Assigns, and for every of them, covenant, promise and agree to and with the said *Sir W. L.* his Executors, Administrators and Assigns, That if any default shall happen to be made of or in payment of the said Monies, or any part thereof, herein before covenanted to be paid, That then, at any time after such default made, he the said *J. P.* his Executors, Administrators and Assigns, and all and every other person and persons any Estate having or lawfully claiming of, in, to or out of the said Scite, Lands and Premises, or any part thereof, by, from or under him, shall and will, at the reasonable Request, Costs and Charges in the Law of the said *Sir W. L.* his Executors, Administrators and Assigns, make and do all and every such Act and Acts for the farther, better and more perfect assuring and conveying of the said Scite, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said *Sir W. L.* his Executors, Administrators and Assigns, for and during all the rest and residue of the said term of years yet to come and unexpired ; As by the said *Sir W. L.* his Executors, Admini-

Not forfeited,
&c.

The Rent all
paid hitherto
and Covenants
performed.

Lawfully inter-
ested.

Power to
assign.

Quiet enjoy-
ment after de-
fault of pay-
ment.

Free from In-
brances.

Further assu-
rance.

Administrators or Assigns, or by his or their Council Learned in the Law shall be reasonably devised, advised or required: In witness whereof, &c. *With a Bond of a double Sum for performance of Covenants.*

And lastly, It is hereby declared and agreed by and between the said *K.W.* and *M.B.* And they do mutually covenant and agree each with th' other of them, by these Presents; That no benefit shall be had or taken by Survivorship of either of them the said *K.W.* and *M.B.* but that the Survivor of them, her Executors or Administrators, shall stand possessed of the said Farm, Lands, Tenements and Premises, as concerning one equal moiety or half part thereof in Trust for th' Executors or Administrators, or such of them as shall happen first to die: And that all Monies payable by the said Proviso before in these Presents contained, and all benefit and profit to be made by virtue of these Presents, shall be equally divided between the said *K.W.* and *M.B.* and between the Executors, Administrators and Assigns of each of them severally and respectively, and between the Survivor of them the said *K.W.* and *M.B.* and th' Executors or Administrators of either of them first dying, without any regard to be had or taken to any Survivorship.

Covenant that no benefit of Survivorship be had between the two Mortgagees, and the Mony to be equally divided, &c.

Covenants by a Vendor who had formerly mortgaged the Premises.

AND the said *T.* Earl of *C.* and *T.* Lord *W.* do for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise, grant and agree, to and with the said *W.L.* *C.S.* and *F.M.* their Heirs and Assigns, and to and with every of them, by these Presents; That the said Earl and Lord *W.* or one of them, their or one of their Heirs or Assigns, shall and will, within the space of one year next ensuing the date of these Presents, free, clear and discharge the said granted or mentioned to be granted Premises, and every part and parcel thereof, of and from one Mortgage or Estate heretofore made thereof (amongst other things) unto the late Right Honourable *P.* Lord *B.* deceased, or to some other person or persons in trust for the said late Lord *B.*

Covenant by Father and Son joynr to free from a Mortgage certain by such a Fine.

And also, within the space of five years next ensuing the date of these Presents, free, clear and discharge the Premises by these Presents granted or mentioned to be hereby granted, of and from all and all manner of former and other Estates, Gifts, Grants, Bargains, Sales, Mortgages, Leases, Wills, Intails, Uses, Joyntures, Dowers, Conditions, Limitations, Statutes-Merchant and of the Staple, Recognizances, Debts, Judgments, Extents, Executions, Rents, Arrerages of Rents, Fines, Forfeitures, Issues, Amerciaments, Intrusions, Alienations without Licence, Charges, Titles, Troubles, and all other Incumbrances whatsoever, had, made, done, committed, executed or suffered, or to be had, made, done committed, executed or suffered by the said Earl, Lord *W.* and every, or any of the Ancestors of the said Earl and Lord *W.* or by any of them, their or any of their Heirs and Assigns, or by any other person or persons whatsoever, lawfully claiming by, from or under them or any of them,

Covenant to free from all Incumbrances by a further time.

or to their or any of their use or uses, or by their or any of their means, assent, consent, privy or procurement; To which the said Premises hereby granted or mentioned to be hereby granted, or any part or parcel thereof, are now liable or any way subject (other than the Leases herein before mentioned to be excepted.)

Covenant that the Vendor is seised of other Lands of the value of 4000 l. per annum in Fee, without Condition, &c. and shall continue so seised till shall enter into a Statute for performance of Covenants.

And that the said Earl and Lord W. or one of them, now are or is solely, lawfully, rightfully and absolutely seised of other Lands, Tenements and Hereditaments within the Counties of B. and M. of the full and clear yearly value of 4000 li. of lawful, &c. over and above all charges and reprises of a good, sure, sole, perfect, lawful, rightful, absolute and indefeasible Estate of Inheritance in Fee-simple to their or one of their own proper use and behoof, without any Condition, Limitation, Mortgage or other thing, to frustrate, diminish or make void the same; And shall and will continue to be thereof, and of every part and parcel thereof so seised, until the said Earl and Lord W. shall in and by one Recognizance or Writing Obligatory, in the nature of a Statute-staple, of the penal Sum of 5000 li. of lawful, &c. become bound unto the said W. L. C. S. and F. M. their Executors or Assigns, with De-feazance for the performance of all and singular the Covenants, Grants, Articles and Agreements in these Presents contained which on the part and behalf of the said Earl and Lord W. their Heirs, Executors, Administrators and Assigns, and every of them, are to be observed, performed, fulfilled and kept.

Agreed the Premises conveyed upon Trust shall speedily be sold to pay Debts.

And it is hereby declared and agreed, That all and singular the said Premises in the said Counties of S. S. and S. respectively conveyed to the said L. M. and F. V. and their respective Heirs, Executors and Assigns respectively, are so conveyed upon this special Trust and Confidence nevertheless in them the said L. M. and F. V. their Heirs, Executors, Administrators and Assigns respectively reposed; That they the said L. M. and F. V. or the Survivor of them, or his or their respective Heirs, Executors or Assigns respectively, shall with all convenient speed make sale of all the said Manors, Messuages, Lands and Premises, and all their Estate and Estates therein, for the best price that can bona fide be gotten for the same; And shall by the Monies raised by such Sale, and by the Rents, Issues and Profits of the said Manors, Lands and Premises in the mean time until such Sale, satisfy and pay all and every the Debts of the said A. late Lord Capell deceased, which are mentioned and expressed in a Schedule hereunto annexed.

And that from time to time, as Monies shall be raised by Sale, the Trustees shall employ it for payment of Debts in such order and precedence as the Grantors shall direct.

And nevertheless, It is agreed and declared by and betwixt all the said parties to these Presents, That (from time to time, until by such Sale to be made as aforesaid, so much Monies shall be raised as shall be sufficient to pay all the said Debts in the said Schedule mentioned, with the Interest thereupon due) they the said L. M. and F. V. their Heirs and Assigns, shall from time to time employ all the Monies raised by any Sale of the Premises or any part thereof, or by the Rents, Issues and Profits of the said Manors, Lands and Premises, for and towards payment of the said Debts in the said Schedule mentioned, and of the Interest due for the same in such order and in such precedence as they the said Sir E. C. H. C. and R. C. or the Survivors of them shall from time to time direct and appoint, and not otherwise.

Covenant in a Mortgage of Houses.

And the said T. E. of S. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said E. P.

his

his Executors and Administrators by these Presents, That he the said T.E. of S. his Heirs, Executors or Administrators, or some of them, shall and will acquit, defend, save and keep harmless the said E. P. his Executors and Administrators of and from all Suits and Demands whatsoever, for or by reason of any Waste hereafter to be committed or suffered in or concerning the said Messuages, Tenements and Premises hereby demised, or any of them, (wilful Waste to be committed by the said T.E. of S. his Executors or Assigns, only excepted.)

Mortgagee shall be acquitted of Suits for Waste, (wilful Waste excepted.)

Qu. if it should not be E. P.

And farther, That if by any Accident of Fire, or otherwise casually, the said Messuages and Premises, or any of them, shall happen to be ruined or decayed during the continuance of the respective Leases or Estates above excepted of such the said Messuages and Premises, or any of them so ruined or pulled down, That the said T.E. of S. his Heirs, Executors or Administrators, or some of them, shall and will, with all convenient speed, cause the same to be new erected and built, in as good a condition and plight as the same was before such Accident or Casualty happening.

Covenant in case of Fire the Mortgager to rebuild.

And the said J.C. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said A.P. his Heirs, Executors and Administrators, by these Presents, That if the said Sum of 1060 l. shall be well and truly paid unto him the said J.C. his Executors, Administrators or Assigns, at the times and place herein before mentioned and appointed for payment thereof, That then he the said J.C. his Executors or Administrators, shall and will, upon reasonable request in that behalf, redeliver or cause to be redelivered unto the said A.P. his Heirs or Assigns, safe, whole and uncanceled, all such Writings as are now, at and about the time of the Sealing and Delivery hereof, delivered unto him the said J.C. by the said A.P. and particularly mentioned and expressed in a Note subscribed by the said J.C. which Note is now delivered to the said A.P.

Covenant that the Mortgagee shall redeliver Writings upon payment of the Mortgage-mony.

Provided nevertheless, And it is fully covenanted and agreed by and between all the said Parties to these Presents, That whereas one A.V. did heretofore obtain a Judgment for 1800 l. or thereabouts against the said Sir W. P. That in case the said Sir W. P. his Executors or Administrators, shall not before the last day of January next ensuing the date of these Presents, procure satisfaction to be duly acknowledged upon the said Judgment, That then it shall and may be lawful to and for the said B.H. and H.H. their Executors and Administrators, to satisfy and pay the same out of the said Sum of 1800 l. herein before covenanted to be paid; And that so much as shall be so paid by the said B.H. and H.H. their Executors or Administrators, shall be abated and defalked out of the said Sum of 1800 l. herein before agreed to be paid; Any thing herein before contained, &c.

That the Mortgager shall satisfy a Judgment by such a day, else the Mortgagee may satisfy it and defalk it out of the Money he lends.

And it is declared and agreed between the said Parties to these Presents, That the last Will and Testament of the said F.A. under his hand and seal, for the better safety thereof, shall be deposited and remain in the hands and custody of A.B. for the equal benefit of the parties to these Presents, their Heirs, Executors and Administrators respectively; And shall from time to time be produced when and where, and so often as any the parties to these Presents, their Heirs, Executors or Administrators shall have occasion to make use thereof.

Covenant that a Will shall be deposited in a Friends hands, and that the Devisors shall stand to the Awards of C. and F. in case of diff. about the Executorship or personal Estate.

And

And lastly, For the better prevention of Suits which may or might arise between the said Parties to these Presents touching the said Executorship and personal Estate, or the Estate jointly devised to them as aforesaid, It is declared and agreed by and between the said Parties to these Presents, That all Differences which at any time or times hereafter shall happen or arise between the said Parties to these Presents or any of them, their or any of their Executors or Administrators, either touching these Presents, or the last Will and Testament of the said F.A. or the said Executorship or personal Estate, or the Estate jointly devised as aforesaid, or the disposing, ordering or managing the said Estate, shall from time to time be referred, and hereby is referred to the mediation, arbitration and judgment of C.D. E.F. whose Award therein, they the said J. B. J. A. and J. C. do hereby mutually and reciprocally for them, their Heirs, Executors and Administrators, promise and agree to observe and perform without farther trouble of Suit in any Court of Law or Equity.

Surrender of a mortgaged Term by two Persons to whom it had been assigned.

Recital of the
Mortgage.

Recital of the
Assignment
thereof by the
Mortgagee
with consent
of the Mort-
gager.

Trustees for
J. H.

This Indenture tripartite made the, &c. Between H. H. Esquire, second Son, &c. of the first part; J. B. of, &c. Esquire, and R. N. of, &c. Esquire, and J. H. of L. Gent. of the second part; and Sir R. O. and Sir W. P. of, &c. of the third part: *Whereas* the Right Honourable H. Earl of K. the said Sir R. O. and Sir W. P. Did by their Indenture bearing date the, &c. in the year of our Lord 1654. demise, grant, bargain and sell unto C. E. of L. All that the Manor of M. in the County of N. with the Appurtenances; And all Messuages, Lands, Tenements and Hereditaments thereunto belonging, or reputed, accepted or taken as part, parcel or member thereof; And the Reversion thereof, and all Rents thereupon reserved with th' Appurtenances of the said Premises; *To have and to hold* the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, and every part thereof unto the said C. E. his Executors, Administrators and Assigns, from the date of the said Indenture, for and during and unto the full end term term of 500 years from thence next ensuing, and fully to be compleat and ended: *With* a Proviso or Condition to be void upon payment of, &c. pounds, on the, &c. day of, &c. next ensuing the date of the said Indenture; As in and by the said Indenture, &c. may more at large appear; *And whereas* the said Mony was not paid at the day appointed for payment thereof, by reason whereof th' Estate and Interest of the said C. E. in the said Manor and Premises was become absolute: *And whereas* by one Indenture tripartite bearing date the, &c. day of, &c. in the year, &c. 1657. made or mentioned, &c. between the said H. H. of the first part, the said C. E. of the second part, and the said J. B. and R. N. of the third part: *He*, the said C. E. for the Consideration in the said Indenture mentioned, *Did*, by and with the consent of the said H. H. testified, &c. grant, bargain, sell, assign and set over unto the said J. B. and R. N. all that the said Manor, &c. (*prout antea* to the *Habendum*) *And* all the Estate, Right, Title, Interest,

Interest, Term of Years, Claim and Demand whatsoever of him the said C. E. of, in and to the Premises, and every part and parcel thereof; **To have and to hold** the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, and every part thereof, unto the said J. B. and R. N. their Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 500 years then to come and unexpired; As in and by the said Indenture, amongst other things therein, &c. may appear.

Now this Indenture witnesseth, That the said J. B. and R. N. Surrender. by the direction of the said J. H. testified, &c. have assigned and surrendered, and by these Presents, by and with the consent of the said H. H. testified, &c. **Do assign** and surrender unto the said Sir R. O. and Sir W. P. all their and either of their Estate, Right, Title and Interest, of, in and to all that the said Manor of M. in the said County of N. with th' Appurtenances thereof; And of, in and to all Messuages, Lands, Tenements and Hereditaments thereto belonging or reputed, accepted or taken as part, parcel or member thereof; And the Reversion thereof, and all Rents thereupon reserved; **To have and to hold** the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, and every part thereof, unto the said Sir R. O. and Sir W. P. and their Heirs, for and during all such Estate and Term, as they the said J. B. and R. N. or either of them, have or ought to have therein: With a Covenant, That J. B. hath done no Act to encumber the Premises: And the like by R. N.

A Freehold Demise for three Lives of a Tenement.

This Indenture made the, &c. 1652. Between Sir O. B. of, &c. of th' one part; and T. D. of, &c. of th' other part, witnesseth; That the said Sir O. B. for and in consideration of the Surrender of one Indenture of Lease, bearing date the, &c. heretofore made by Sir T. B. Knight, deceased, unto T. D. of great B. in the County of C. Gent. deceased, of the Messuages or Tenements, and Lands thereunto belonging, with the Appurtenances hereafter in these Presents mentioned and expressed, for the Lives of him the said T. D. T. D. his Son and J. D. the younger Son of J. D. of C. and the longest liver of them: Whereof the said T. D. the Son, party to these Presents, and the said J. D. are now living; As also for the Sum of 25 l. of, &c. to him the said Sir O. B. in hand paid; The Receipt whereof the said Sir O. B. doth, &c. And for divers other good Causes and Considerations him the said Sir O. B. thereunto moving, hath demised, &c. all that Messuage or Tenement, &c. together with all Houses, &c. **saving and except** out of Exception. these Presents all Mines of Coal, Stone, Lead, and other Mines whatsoever; and all Springs and Veins of Salt, Brine or Allom; and all Brine, Salt or Allom, which shall be in, upon or within the Premises; **To have and to hold** the said Messuage or Tenement, and all and singular other the Premises, with, &c. (except before excepted) unto the said T. D. party to these Presents, and his Assigns, for the natural Lives of him the said T. D. M. his Wife, and the said J. D. Son of the said J. D. Habend.
To the Lessee
for his Own,
his Wifes and
another's Life.
of

Reservation of
an Heriot.

Two Rent-
Hens.
Two Capons.
Two daies
Reaping in
Harvelt.

To be void if
the Rent arere
forty daies.

Covenant that
the Lessee may
dig Marle to
lay on the Pre-
misses.

And may root
up Bushes, ex-
cept in Hedg-
rows and
Quicksets, and
may divide
the Premises.
Covenant by
the Lessee to
repair.

To grinde his
Corn at the
Lessors Mill.

That the Les-
see may dig
and search for
Coal, &c.

of C. and for and during the Life and Lives natural of the longest Liver of them; To all Tenancy, Profits and Commodities, wilful Waste only excepted; **Yielding** and paying therefore yearly during the said Term, the yearly Rent of, &c. upon the, &c. by equal portions; With a Heriot at the decease of the said T.D. party to these Presents, and of every other his Assignee or Assigns dying Tenant of the Premises, or any part thereof, under and by force of these Presents; **And also yielding** and paying yearly during the said Term two Rent-hens, upon the, &c. yearly; and two Capons yearly, at *Easter*; and also two daies Average, called Reaping, in the time of Harvelt, with sufficient Persons; Together with all such Tenancy, Services, Duties, Customs and Contributions, as well in time of War as in time of Peace, as have been usually paid or done for the said Messuage or Tenement: **And if it shall** happen the said yearly Rent of, &c. and the Services and Contributions aforesaid, or any part thereof, to be behind and unpaid by the space of forty daies next after the daies and times aforesaid for payment and performance thereof, and the same being lawfully demanded at the Messuage or Tenement aforesaid, That then and from thenceforth this present Indenture of Demise and Grant to be utterly void, &c. to all intents, &c. Any thing herein contained, &c. notwithstanding.

And the said Sir O. B. for himself, his Heirs and Assigns, doth covenant, &c. to and with the said T.D. and his Assigns, by these Presents, That it shall and may be lawful to and for the said T.D. and his Assigns, and every of them, for and during the Term aforesaid, to dig and get Marle or Clay in and upon the Premises or any part thereof, and to make Marle-pit or pits, so as the same be not prejudicial to any Brine or Brine-pits of the said Sir O. B. his Heirs or Assigns; And so as the same be spent only upon the Premises for the better manuring of the same, and not elsewhere: **And also** to stock and rid-up by the Roots Bushes and Underwoods, (except in Hedgrows and Fences) and to divide and quickset the said demised Premises, or any part thereof, at the will and pleasure of the said T.D. or his Assigns, for and during the Term aforesaid.

And the said T.D. for himself, his Executors, Administrators and Assigns, doth covenant, &c. by these Presents, That he the said T.D. and his Assigns, for and during the Term aforesaid, shall and will well and sufficiently maintain, &c. the said Messuage or Tenement, Building, Lands and Premises aforesaid, with their Appurtenance, in good and sufficient repair; And at the end of the Term aforesaid will so leave and yield up the same to the said Sir O. B. his Heirs or Assigns.

And that he the said T.D. and his Assigns and Under-tenants, and every of them, shall and will from time to time, during the said Term, grinde all his and their Corn and Grain, which shall be gotten and spent upon the said demised Premises, or any part thereof, at the Mill or Mills of the said Sir O. B. his Heirs or Assigns, whensoever he or they shall have any standing or being within two Miles of the said Messuages hereby demised; and shall pay such Toll and Mulcture as others grinding their Corn there shall pay.

And farther, That it shall be lawful to and for the said Sir O. B. his Heirs and Assigns, and his and their Servants and Workmen, and every of them, at all times, during the Term aforesaid, into all or any part of the demised Premises (the Dwelling-house and other the Houses thereupon being only excepted) to enter into, and there to dig, drein or search

search for any Mines of Coal, Stone, Lead, or other Mine, and for any Salt, Brine or Allom, or spring or springs of Brine, Salt or Allom; And there to make Pits, Soughs, Trenches and other Holes; And to have free ingress, egress and regress from time to time during the said term, for the making his and their best benefit of the same; And for carrying and leading the same away from time to time, to the use and at the pleasure of the said Sir O. B. his Heirs or Assigns, or for such person or persons as from time to time shall buy any Coals, Stone, Lead, Mineral, Salt or Allom.

And that he the said Sir O. B. his Heirs and Assigns, shall and may from time to time have free use of any part of the Lands hereby demised for the laying any Coals, Stone, Lead, Salt or Allom to be gotten in the demised Premises, he and they from time to time making full recompence to the said T. D. or his Assigns for such loss as he or they shall thereby sustain in their Grass or Corn during the term of this present Demise.

And may lay the Coals, &c. on the Land making recompence for the Grass.

And the said Sir O. B. for himself, his Heirs, Executors, Administrators and Assigns, and for every, &c. doth covenant, &c. to and with the said T. D. and his Assigns, by these Presents, That he the said Sir O. B. his Heirs and Assigns shall and will warrant, uphold, defend, acquit and discharge, or otherwise well and sufficiently save and keep harmless the said Messuage or Tenement, and all other the before demised Premises, with their Appurtenances, for the yearly Rent aforesaid, for the term aforesaid, and under the Covenants, Conditions and Reservations in these Presents mentioned and expressed against him the said Sir O. B. his Heirs and Assigns, and against all other person and persons whatsoever lawfully claiming the same or any part thereof, by, from or under him the said Sir O. B. his Heirs or Assigns, or by his or their means, right, title, consent, act, deed or procurement.

Warranty against all claiming under the Lessor.

And lastly, The said Sir O. B. hath constituted, ordained, and in his stead and place put his well-beloved Friends R. H. of, &c. and Rich. W. of, &c. his true and lawful Attornies, joyntly or severally, for him and in his name, place and stead, to enter into the Messuage or Tenement aforesaid, or into any part thereof, in the name of the whole, and thereof to take possession, and after possession so thereof had and taken, full, quiet and peaceable possession, and livery and seisin, to deliver to the said T. D. or his lawful Attorney, in that behalf: To have and to hold the same to the said T. D. and his Assigns, for and during the term aforesaid, according to the tenor and effect of these Presents, ratifying and confirming whatsoever his said Attornies or either of them shall do in that behalf by force and virtue of these Presents, as fully as if the said Sir O. B. had been personally present, doing the same. In witness, &c.

Letter of Attorney to make Livery.

Feoffment of a Messuage and certain Lands, part Freehold and part Copyhold, by four Feoffors, two of whom are intitled as Mortgagees.

This Indenture made, &c. Between T. K. the elder, of London Draper, T. K. the younger, Son and Heir apparent of the said T. K. the elder, J. B. of, &c. Esquire, and J. E. of, &c. Gent. of the one

Consideration.

one part; and J. B. of, &c. of the other part; Witnesseth, That for and in consideration of the full Sum of 800*l.* &c. to them the said T. K. the elder, T. K. the younger, J. B. and J. E. in hand paid by the said J. B. at or before the sealing and delivery of this present Indenture; The Receipt whereof they the said T. K. th' elder, T. K. the younger, J. B. and J. E. do hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly and absolutely acquit, exonerate and discharge the said J. B. his Executors and Administrators for ever by these Presents: They the said T. K. th' elder, T. K. the younger, J. B. and J. E. have granted, bargained, sold, aliened, enfeoffed and confirmed; And by these Presents, for them and their Heirs, do clearly and absolutely grant, bargain, sell, alien, enfeoff and confirm unto the said J. B. his Heirs and Assigns; All that Messuage or Tenement called *Pentre-beglin*, with the Appurtenances, situate, lying and being in *Masbrook-yssa*, in the County of S. And all those, &c. And all and singular other the Lands, Tenements and Hereditaments whatsoever, in *M-yssa* and *D.* in the said County of S. which were heretofore conveyed by the said T. K. th' elder, and T. K. the younger to the said J. B. and J. E. and their Heirs; And all other the Lands, Tenements and Hereditaments of the said T. K. th' elder, and T. K. the younger, or either of them, in *Masbrook-yssa*, *Masbrook-ucha*, and *D.* aforesaid, or any of them; All which Premises now are or lately were in the tenure or occupation of J. D. of *M-yssa* aforesaid, Yeoman, and of T. D. his Son, or one of them, their, or one of their Assigns or Under-tenants; And all and singular Houses, Barns, Stables, Buildings, Crofts, Curtilages, Yards, Orchards, Gardens, Backsides, Meadows, Leasows, Pastures, Feedings, Closes, Inclosures, Waies, Waters, Water-courses, Fishings, Fishing-places, Wastes, Commons, Commons of Pasture and Turbary, Profits, Commodities, Emoluments, Advantages, Easements, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement called *P.* or to all or any other the Premises belonging, or in any wise appertaining, or to or with the same usually occupied or enjoyed, or accepted, reputed, taken or known as part parcel or member thereof; And the Reversion or Reversions, Remainder and Remainders of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises hereby granted and mentioned to be granted, and of every part and parcel thereof; And the Rents, Services and Profits, to them or any of them incident, belonging or appertaining; And all Rents and yearly Profits, Reservations and Services, reserved or payable, in, by or upon any Lease or Leases, Grant or Grants, had, made or granted, or mentioned to be made or granted of the Premises hereby granted or mentioned to be granted, or any of them; And also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever, of them the said T. K. th' elder, and T. K. the younger, J. B. and J. E. or any of them, of, in and to the same or any of them, and of, in and to any part or parcel thereof: And all and every the Deeds, Evidences, Charters, Writings, Counterparts of Leases, Escripts and Minuments whatsoever, touching or in any wise concerning the Premises, or any part thereof, and which do not concern any other the Lands, Tenements or Hereditaments of the said T. K. th' elder, T. K. the younger, J. B. and J. E. or any of them. All which, or so many of them as the said T. K. th' elder, T. K. the younger,

Premises.

The two last Feoffors intituled by some Conveyance from the others as Mortgagees or otherwise.

writings.

And all and every the Deeds, Evidences, Charters, Writings, Counterparts of Leases, Escripts and Minuments whatsoever, touching or in any wise concerning the Premises, or any part thereof, and which do not concern any other the Lands, Tenements or Hereditaments of the said T. K. th' elder, T. K. the younger, J. B. and J. E. or any of them. All which, or so many of them as the said T. K. th' elder, T. K. the younger,

or

or either of them, have in their possession or custody, or which any other person or persons have or hath in his, her or their hands, custody or possession, by the delivery of the said T. K. th' elder, and T. K. the younger, or any of them, or for their or any of their use or uses, and which the said T.K. th' elder, and T.K. the younger, or either of them can or may lawfully have, obtain, get or come by without Suit in Law; Together also with true Copies of all such other Deeds, Evidences and Writings as do touch or concern the Premises hereby granted or mentioned to be granted, or any of them, or any part thereof joyntly, with any other Lands, Tenements or Hereditaments, of the said T.K. th' elder, T.K. the younger, or either of them, (the said Copies to be made and written at the only and proper Costs and Charges of the said J. B. his Heirs or Assigns,) The said T. K. the elder, and T. K. the younger, do for themselves, their Heirs, Executors and Administrators, covenant, promise, grant and agree to and with the said J. B. his Heirs and Assigns, by these Presents, That they the said T.K. th' elder, and T.K. the younger, their Heirs or Assigns, shall and will deliver or cause to be delivered unto the said J. B. his Heirs or Assigns, upon reasonable request in that behalf to be made on or before the, &c. now next coming after the date hereof, safe, whole, undefaced and uncanceled, and in their full force, and in as good case and plight as the same now are, at the time of the sealing and delivery of this present Indenture.

All which Premises herein before granted or, &c. (56 Acres at the most only excepted) are Freehold Lands, and the rest are Copyhold Lands; **To have and to hold** the said Messuages, Mills, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever hereby granted or mentioned to be granted, with their and every of their Appurtenances (as are Freehold or Charterhold) unto the said J. B. their Heirs and Assigns; **To the only use and behoof** of the said J. B. his Heirs and Assigns, for ever, absolutely, without any manner of Condition, Redemption or Revocation in any wise; And **to have and to hold** the rest and residue of the Premises, being Copyhold Lands, to the said W. B. his Heirs and Assigns, according to the customs of the several Manors whereof they are held by the Rents and Services thereof due and accustomed.

Habund. the Freehold.

The Copyhold

And the said T. K. th' elder, and T. K. the younger, and their Heirs, the said Freehold or Charterhold Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or mentioned to be granted, with their and every of their Appurtenances, unto the said J. B. his Heirs and Assigns, against them the said T. K. the elder, and T. K. the younger, their Heirs and Assigns, and against all and every other person and persons claiming by, from or under them, or either of them, shall and will warrant and for ever defend by these Presents.

Warranty of the Freehold by two of the Feoffors against all claiming under them.

And the said T. K. th' elder, and T. K. the younger, for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, do covenant, promise and grant, to and with the said J. B. his Heirs and Assigns, by these Presents, in manner and form following.

Covenant by these two that they and the other two or some of them are Owners,

That is to say, That at and immediately before the sealing and delivery of this present Indenture, (for and notwithstanding any act or thing by them the said T. K. th' elder, and T. K. the younger, or either of them,

- or by any other person or persons, by or with their or either of their privity or consents done or suffered to the contrary,) they the said T.K. the elder, T.K. the younger, J.B. and J.E. are or some or one of them is the true and lawful Owner or Owners, Proprietor or Proprietors of all the said Freehold or Charterhold Messuages, Mills, Lands, Tenements, Hereditaments and Premises hereby granted or mentioned to be granted, and of every part and parcel thereof, with th' Appurtenances.
- Of the Freehold Premises** **Seised In Fee.** **And** are, or some or one of them is, lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee simple, without any manner of Condition, Contingent, Proviso or Limitation of Use or Uses, or other restraint, matter or thing, to determine, alter or change the same.
- Shall continue so till the Estate vests.** **And that** they, or some or one of them, shall continue so seised thereof, and of every part and parcel thereof, until a good, perfect and absolute Estate in Fee simple shall be thereof vested in the said J. B. and his Heirs, according to the intent and true meaning of these Presents.
- Power to convey.** **And that** they the said T. K. th' elder, T. K. the younger, J. B. and J. E. (for and notwithstanding any act or thing heretofore done or suffered as aforesaid) have, or some or one of them hath, good right, lawful and absolute power and authority in themselves, or in some or one of them, to bargain, sell, grant, alien and convey, all and singular the said Freehold or Charterhold Messuages, Mills, Lands, Tenements, Hereditaments and Premises hereby granted or mentioned to be granted as aforesaid, and every part and parcel thereof, with th' Appurtenances, unto the said J. B. his Heirs and Assigns, in manner and form aforesaid.
- Quiet enjoyment.** **And that** the said J. B. his Heirs and Assigns, and every of them, shall or lawfully may from time to time, and at all and every time and times hereafter for ever freely, quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said Freehold or Charterhold Messuages, Mills, Lands, Tenements, Hereditaments and Premises, hereby granted or mentioned to be granted, and every part and parcel thereof, with their and every of their Appurtenances, without the let, suit, trouble, vexation, eviction, disturbance, or other hinderance or molestation whatsoever of the said T. K. th' elder, T. K. the younger, J. B. and J. E. or any of them, their or any of their Heirs, Executors, Administrators or Assigns, or of any other person or persons whatsoever any thing having or lawfully claiming of, in or out of the said Premises, or any part or parcel thereof, by, from or under them, or any of them.
- Free from Incumbrances.** **And farther,** That all and singular the said Freehold or Charterhold Messuages, Mills, Lands, Tenements, Hereditaments and other the Premises, hereby granted or mentioned to be granted, and every part and parcel thereof, with their and every of their Appurtenance, now are, and from hence-forth for ever hereafter shall be, remain and continue unto the said J. B. his Heirs and Assigns, clear and free, and freely, clearly and absolutely, acquitted, freed, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Estates, Intails, Feoffments, Devises, Uses, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Post-fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statute-Merchant and of the Staple, and all other Debts of Record, Extents, *Liberate's*, Seisures, Charges, Titles,

Titles, Troubles and Incumbrances whatsoever, had, made, committed, done, knowledged or suffered, or caused to be had, made, committed, done, knowledged or suffered by the said *T.K.* th' elder, *T.K.* the younger, or either of them, or by any other person or persons, by or with their or either of their means, consent, privity, knowledge or procurement: **Saving and except** only such Title of Dower as *S.K.* Wife of the said *T.K.* th' elder, hath or may have of, in and to the Premises or any part thereof.

Except Dower

And farther, The said *T.K.* th' elder, and *T.K.* the younger, do for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise, grant and agree, to and with the said *J.B.* his Heirs and Assigns, by these Presents, That they the said *T.K.* th' elder, *T.K.* the younger, *J.B.* and *J.E.* and every of them, their and every of their Heirs and Assigns, and all and every other person and persons whatsoever, any thing having or lawfully claiming in the said Premises, or any part or parcel thereof, by, from or under them, or any of them, (other than the said *S.* Wife of the said *T.K.* th' elder, for and in respect only of her Title of Dower,) shall and will from time to time, and at all and every time and times hereafter within the space of *seven* years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the Law of the said *J.B.* his Heirs or Assigns, do, make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable Act and Acts, Thing and Things, Devise and Devises, Allurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the farther, better and more perfect assurance, surety, sure-making, conveying, settling, establishing and confirming of the said Freehold or Charterhold, Messuages, Mills, Lands, Tenements, Hereditaments and Premises, with th' Appurtenances, and of every or any part or parcel thereof, unto and upon the said *J.B.* his Heirs and Assigns; **Be it** by Fine or Fines, Feoffment or Feoffments, Deed or Deeds indented or pole, inrolled or not inrolled, Common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said ways or means, or by any other ways or means in the Law whatsoever, as by the said *J.B.* his Heirs or Assigns, or by his or their Council Learned in the Law shall be reasonably devised, advised or required; **So as** the said farther Assurances so to be made, or any of them, do not nor shall contain any farther or other Warranty or Covenants for enjoying, than only against the Parties thereunto respectively, and their respective Heirs, and touching and concerning Acts and Deeds done or suffered by them, or any of them, severally and respectively; **And so as** for the making, knowledging and executing of such farther Conveyances and Assurances, or any of them, the Persons that shall be required to make or execute the same, be not compelled nor compellable to travel for the doing thereof above the space of ten Miles from the place of his, her or their habitation or abode at the time of such request to be made as aforesaid.

Further Assurance.

And it is hereby covenanted, granted, concluded and agreed by and between the said Parties to these Presents, for them and their Heirs; And they do hereby publish and declare, That all and singular Fine and Fines, Common Recovery and Recoveries, and farther Assurances and

Such Assurances to be to the use of the Feoffee.

and Conveyances whatsoever of the said Premises hereby granted or mentioned to be granted, or any part or parcel thereof hereafter to be had, made, levied, executed or acknowledged between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; And that all and every person and persons which now stand and be seised of the Premises hereby granted or mentioned to be granted, or of any part or parcel thereof, shall stand and be seised thereof, and of every part and parcel thereof; To the only proper use and behoof of the said J. B. his Heirs and Assigns for ever, and to none other use, intent or purpose whatsoever.

Covenant by the third Feoffor that he hath done no Act to incumber the Premises.

And the said J. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said J. B. his Heirs and Assigns, by these Presents, That he the said J. B. hath not done, or willingly and wittingly suffered to be done any act or thing whereby the said Freehold or Charterhold Messuages, Mills, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be granted, or any of them, are or may be impeached, charged or incumbered in Title, Charge, Estate or otherwise.

The like Covenant by the fourth Feoffor.

The like Covenant from J. E. In witness, &c.

Feoffment and Covenant to levy a Fine and suffer a Recovery of a Manor, Advowson of a Rectory, Capital House, Parsonage impropriate, &c.

Tripartite two Brothers and a Sister, first Part.

Consideration paid to one Brother only.

He only enfeoffs.

To him of the second part.

This Indenture tripartite made, &c. Between D.D. of T.G. in the of County E. Esq; J. D. of the Parish of, &c. Brother of the said D.D. and Do. D. of C. in the County of K. Sister of the said D. and J. of the first part; R.A. of L. Esq; of the second part; and R.H. of L. Gent. of the third part; **Witnesseth**, That the said D.D. for and in consideration of the Sum of 3800 l. of, &c. to him in hand paid by the said R.A. at or before the sealing and delivery of this present Indenture; the receipt whereof the said D. D. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly and absolutely acquit, exonerate and discharge the said R.A. his Executors and Administrators for ever, by these Presents; **hath** granted, bargained, sold, aliened, enfeoffed and confirmed; And by these Presents, for him and his Heirs, doth clearly and absolutely grant, bargain, sell, alien, enfeoff and confirm unto the said R.A. his Heirs and Assigns; **All** that the Manor or Lordship of G. alias G--hall, alias T.G. with the Rights, Members and Appurtenances thereof in the County of E. **And** the Advowson and Right of Patronage of and unto the Rectory of T.G. in the said County of E. and View of Frankpledge within the said Manor and Parish of T.G. or either of them; **And** all that Capital Messuage or Mansion-House commonly called G.H. in T.G. aforesaid; And all Edifices, Buildings, Orchards, Gardens, Backsides, Courts, Cutilages, and other Appurtenances thereunto belonging, or therewith enjoyed; **And** also all those Fields, Closes, Lands, Tenements and Hereditaments called or known by the several names of, &c. **And** also all that the Rectory or Parsonage

Parsonage impropriate of the Church of T.G. aforesaid; And all Glebelands, Tithes, (aswel great as small,) Portions, Pensions, Oblations, Obventions, Profits, Fruits and Emoluments whatsoever to the same belonging, or in any wise appertaining; Together also with the Advowson, Patronage, Right of Patronage, Gift, Nomination, Presentation, Free-disposition and Donation of, in and unto the Vicarage and Parish-Church of T.G. aforesaid; And also all and singular other the Messuages, Houses, Dove-houses, Barns, Stables, Edifices, Buildings, Mills, Kils, Tofts, Crofts, Curtilages, Yards, Orchards, Gardens, Backsides, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Closes, Inclosures, Woods, Under-woods, Trees, Farms, Granges, Rents, Reversions, Annuities, Fee-farms, Rents and Services of Tenants and Farmers, Rents of Assise, Rents-seck, Quit-rents and Free-rents, Waies, Paths, Waters, Streams, Fishings, Fishing-places, Water-courses, Ponds, Pools, Motes, Meres, Warrens, Wastes, Commons, Furzes, Heaths, Moors, Common of Pasture and Turbary, Sheep-walks, Foldage and Liberty of Foldcourse, Suit, Mulcture, Courts, Courts-barons, Courts-leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth; Perquisites and Profits of Courts and Leets, Knights-Fees, Wards-marriages, Homages, Fealties, Reliefs, Escheats, Heriots, Fines, Amerciaments, Goods and Chattels of Felons and Fugitives, and of Persons attained, and of Persons outlawed and put in Exigent, and of Felons *de se*, Deodands, Waifs, Estraies, Treasure-trove, Markets, Fairs, Profits and Tolls of Markets and Fairs, Fines, Forfeitures, Mines, Quarries, Dells; And all other Royalties, Franchises, Liberties, Rights, Jurisdictions, Priviledges, Immunities, Profits, Commodities, Emoluments, Advantages, Easements, Hereditaments and Appurtenances whatsoever, to the said Manor, Advowson, Rectory, Messuages, Lands, Tenements and Premisses, or to any of them, or to any parcel of them, or any of them respectively, lying, being, belonging or in any wise appertaining, or to or with the same, or within the same or any of them occupied, enjoyed, taken, had or perceived, or accepted, reputed, adjudged, deemed or taken as part, parcel or member of the same, or any of them, or to belong or appertain thereunto, or to any of them; And all other the Lands, Tenements and Hereditaments of the said D. D. in the Parish of T.G. or elsewhere in the said County of E.

And the said D. D. doth farther, by these Presents, (for the Consideration aforesaid) grant, bargain, sell, alien and confirm unto the said R. A. his Heirs and Assigns, the Reversion and Reversions, Remainder and Remainders of all and singular the said Manor, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses hereby granted, bargained and sold, or meant, mentioned or intended to be granted, bargained or sold, and of every part and parcel thereof; And the Rents, Services and Profits to them or any of them incident, belonging or appertaining; And all Rents and yearly Profits, Reservations and Services reserved or payable in, by or upon any Lease or Leases, Grant or Grants had, made or granted, or mentioned to be made or granted of the Premisses hereby granted or mentioned to be granted, or any of them; And also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever, of the said D.D. of, in and to the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses whatsoever,

Writings.

soever, hereby granted, bargained and sold, or mentioned or intended to be granted, bargained or sold, or any of them, and of, in and to any part or parcel thereof; And all and every the Deeds, Charters, Writings, Evidences, Terrars, Court-rolls, Court-books, Rentals, Surveys, Boundaries, Counter-parts of Leases, Fines, Chyroglyphs of Fines, Exemplifications of Fines and of Common Recoveries, and of other Records, Escripts and Minuments whatsoever, touching or in any wise concerning the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby granted or mentioned to be granted, or any of them, or any part or parcel thereof, and do not concern any other the Lands, Tenements or Hereditaments of the said D. D. All which, or so many of them as the said D. D. hath in his possession or custody, or which any other person or persons have or hath in his, her or their hands, custody or possession, by the delivery of the said D. D. or for him, or for his use; And which the said D. D. can or may lawfully have, obtain, get or come by, without Suit in Law; Together also with true Copies of all such other Deeds, Evidences and Writings as do touch or concern the Premises hereby granted or mentioned to be granted, or any of them, or any part thereof, jointly with any other Manors, Lordships, Lands, Tenements or Hereditaments of the said D. D. (the said Copies to be made and written at the only and proper Costs and Charges of the said R. A. his Heirs or Assigns,) the said D. D. doth for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said R. A. his Heirs and Assigns, by these Presents, That he the said D. D. his Heirs or Assigns, shall and will deliver, or cause to be delivered unto the said R. A. his Heirs or Assigns, upon reasonable request in that behalf to be made, on or before the, &c. now next coming after the date hereof, safe, whole, undefaced and uncanceled, and in their full force, and in as good case and plight as the same now are at the time of the Sealing and Delivery of this present Indenture: **To have and to hold** the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, bargained and sold, or mentioned or intended to be granted, bargained or sold, and every part and parcel thereof, with all and singular their and every of their Appurtenances, unto the said R. A. his Heirs and Assigns; **To the only use** and behoof of the said R. A. his Heirs and Assigns for ever, absolutely, without any manner of Condition, Redemption or Revocation in any wise.

Warranty against all claiming under himself, his Father or Grandfather.

And the said D. D. and his Heirs, the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted and sold, or mentioned to be granted or sold, and every part and parcel thereof, with all and singular their and every of their Rights, Members and Appurtenances, unto the said R. A. his Heirs and Assigns, against him the said D. D. his Heirs and Assigns, and every of them, and against all and every person and persons claiming by, from or under them, or any of them, or by, from or under C. D. deceased, late Father of the said D. D. or by, from or under Sir D. D. deceased, late Grandfather of the said D. D. and against all and every of them, shall and will warrant and for ever defend, by these Presents.

And

And the said D. D. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said R. A. his Heirs and Assigns, by these Presents, in manner and form following.

That is to say; That he the said D. D. at and immediately before the Sealing and Delivey of this present Indenture (for and notwithstanding any act or thing by him the said D. D. or by the said C. D. late Father of the said D. D. or by the said Sir D. D. late Grandfather of the said D. D. or by any of them, or by any other of the Ancestors of the said D. D. or by any other person or persons, by or with their or any of their privy or consents done or suffered to the contrary) is the sole, true and lawful Owner and Proprietor of the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses, hereby granted or mentioned to be granted, and of every part and parcel thereof with the appurtenances; And is solely, lawfully, rightfully and absolutely seised thereof and of every part and parcel thereof of a good, pure, absolute and indefeible Estate of Inheritance in Fee-simple or Fee-tail, without any manner of condition, contingent, proviso or limitation of use or uses, or other restraint, matter or thing, to determine, alter or change the same; And that he shall continue so seised thereof, and of every part and parcel thereof, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in the said R. A. and his Heirs, according to the intent and true meaning of these Presents.

Covenant that he is owner.

Seised in Fee.

And that the said D. D. (for and notwithstanding any act or thing heretofore done or suffered as aforesaid) now hath good right, lawful and absolute power and authority in himself to bargain, sell, grant, alien and convey all and singular the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses, hereby granted or mentioned to be granted as aforesaid, and every part and parcel thereof, with the appurtenances, unto the said R. A. his Heirs and Assigns, in manner and form aforesaid.

Power to convey.

And that the said R. A. his Heirs and Assigns, Farmers and Tenants, and every of them, shall or lawfully may from time to time, and at all and every time and times hereafter, for ever, freely, quietly and peaceably, have, hold, occupy, possess and enjoy all and singular the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses hereby granted or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their appurtenances; And all and every the Rents, Revenues, Issues, Profits and Commodities thereof, and of every part and parcel thereof, coming, arising and growing, have and take, without any manner of lett, suit, trouble, vexation, eviction, disturbance, or other hindrance or molestation whatsoever of the said D. D. his Heirs or Assigns, or of any other person or persons whatsoever any thing having or lawfully claiming in the said Premisses or any part or parcel thereof, by, from or under him the said D. D. or the said C. D. late Father of the said D. D. or the said Sir D. D. late Grandfather of the said D. D. or any other of the Ancestors of him the said D. D. or any of them, other than of the persons and Lessees whose Estates and Interests are hereafter in these Presents excepted, for and in respect only of the said Estates and Interests so excepted, and not otherwise.

Quiet enjoyment.

Except Lessees.

E

And

Free from Incumbrances.

Exception of the Leases in being.

The two Brothers and Sister covenant severally not jointly to levy a Fine.

And also that the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or mentioned or intended to be granted as aforesaid, and every part and parcel thereof, with all and singular their and every of their appurtenances, now are and from henceforth for ever hereafter shall remain, continue and be unto the said R. A. his Heirs and Assigns clear and free, and freely, clearly and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joyntures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Post-fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes Merchant and of the Staple; And all Debts of Record, Extents, *Liberate's*, Seisures, Sequestrations, Decrees, Charges, Titles, Troubles, Forfeitures and Incumbrances whatsoever, had, made, committed, done, knowledged or suffered, or caused to be had, made, committed, done, knowledged or suffered by the said D. D. or by the said C. D. late Father of the said D. D. or by the said Sir D. D. Grandfather of the said D. D. or by any other of the Ancestors of the said D. D. or by any other persons or persons whatsoever, by or with their or any of their means, consent, act, privity, knowledge or procurement: (One Lease by Indenture, dated the, &c. made by the said D. D. unto one H. E. for a term of years whereof three years only or near thereabouts is yet to come and unexpired, of and in a certain Close called, &c. (parcel of the Premises hereby granted or mentioned to be granted) at and under the yearly Rent of 5 *li.* payable during all the said term at such days as is therein mentioned; And one other Lease by Indenture, bearing date the, &c. whereby one parcel of Land called, &c. containing, &c. (parcel of the Premises hereby granted or mentioned to be granted) is demised unto T. N. for the term of, &c. years, from the Feast of, &c. next ensuing the date of the said Indenture, at and under the yearly Rent of 11 *l.* for the first three years of the said term, and 12 *li.* for and during all the rest of the said term, payable at such days as is therein mentioned; And one other Lease by Indenture, &c. only excepted and foreprised:) All which said several yearly Rents of 5 *li.* 12 *li.* &c. in the said several Indentures of Lease shall continue and become due and payable to the said R. A. his Heirs and Assigns during the continuance of the said several Leases respectively.

And the said D. D. for himself and Eliz. his Wife, and for his Heirs, Executors and Administrators; and the said J. D. for himself, his Heirs, Executors and Administrators; and the said Dorothy D. for herself, her Heirs, Executors and Administrators; severally, and not jointly, nor one for another, or for the acts of the other, but for their own acts only, do covenant, promise, grant and agree to and with the said R. A. his Heirs and Assigns, by these Presents, That they the said D. D. and E. his Wife, J. D. and D. shall and will at the proper costs and charges in the Law of the said R. A. his Heirs or Assigns, or one of them, on this side and before the end of Easter Term next and immediately ensuing the date of these Presents, acknowledge and levie in due form of Law, according to the Laws and Statutes of England, one Fine, *sur Conscience de droit come ceo que il ad de leur done*, &c. to be ingrossed, recorded and filed forth with Proclamations, according to the Laws and Statutes of England in such case made and provided, and according to the usual course

course of Fines in such case used and accustomed, unto the said R. A. and his Heirs; of all the said Manor, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby granted or mentioned to be granted, and of every part and parcel thereof, with their and every of their appurtenances; Which Fine shall be and enure, and shall be adjudged, construed, expounded, deemed and taken, to be and enure, and is, by these Presents, and by all the said Parties to these Presents, declared and agreed to be and enure to the only and proper use and behoof of the said R. A. and his Heirs and Assigns for ever; And to none other use, intent or purpose.

To the use of the Feoffee.

And it is farther covenanted, concluded and agreed by and between the said Parties to these Presents, That after the said Fine so levied as aforesaid, one Recovery, in the nature of a Common Recovery, or Recoveries for Assurance of Lands, shall in due form of Law be had, executed and perfected against him the said R. A. of all the said Manor, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premises, whereof the said Fine shall be levied as aforesaid; And the said D. D. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said R. A. his Heirs and Assigns, by these Presents, That he the said D. D. and his Heirs, shall and will, at the proper costs and charges of the said R. A. his Heirs and Assigns, or some of them, before the end of Easter Term next ensuing the date hereof, do and suffer to be done, all and every such act and acts, whereby a Common Recovery as aforesaid may be had, prosecuted, executed and perfected upon a Writ of Entry to be had and brought in the name of the said R. H. or of some other person or persons in that behalf to be nominated by the said R. A. against the said R. A. and his Heirs, of the said Manor, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their rights, members and appurtenances intended to be comprised in the said Fine with Voucher over to the said D. D. The said Fine and Recovery and Recoveries and every of them to be by such name and names, quantity and number of Acres and with such Voucher or Vouchers over, and in such manner and form as by the said R. A. his Heirs or Assigns, or his or their Council Learned in the Law shall be reasonably devised or advised and required.

That a Recovery shall be suffered.

The Feoffor covenants to do and suffer all acts in order to it.

The person of the third part to be Demandant.
The Feoffee Tenant.

And the said D. D. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth further covenant, promise and grant to and with the said R. A. his Heirs and Assigns, and every of them, by these presents, That he the said D. D. and Eliz. his Wife, and the Heirs and Assigns of the said D. D. and all and every other person and persons whatsoever, having or lawfully claiming, or which shall or may at any time or times hereafter have or lawfully claim any Estate, Right, Title or Interest, of, in or to the Premises hereby granted or mentioned to be granted, or of, in or to any part or parcel thereof, by, from or under the said D. D. or the said C. D. Father of the said D. D. or the said Sir D. D. Grandfather of the said D. D. or any other of the Ancestors of the said D. D. or by, from or under any of them, (other than the Persons and Lessees, and their Assigns, whose Estates and Interests are before in these Presents excepted, for, and in respect only of the same Estates and Interests so excepted) shall and will from time to time, and at all and every time and times hereafter, within the space of

Covenant by the Feoffor for further assurance.

Lessees excepted.

*seven years next ensuing the date of this present Indenture; At and upon the reasonable request and proper costs and charges in the Law of the said R. A. his Heirs and Assigns, or some of them, do, make, levie, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered: All and every such farther and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the farther, better and more perfect Assurance, Surety, suremaking, conveying, settling, establishing, or Confirmation of the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or mentioned to be granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every or any of their appurtenances, unto the said R. A. his Heirs and Assigns; Be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds indented or pole, inrolled or not inrolled, Common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said ways and means, or by any other ways and means in the Law whatsoever; As by the said R. A. his Heirs or Assigns, or by his or their Council Learned in the Law shall be reasonably devised, advised or required; So as the said farther Assurances so to be made, or any of them, do not nor shall contain any farther or other Warranty or Covenants for enjoying, than only against the Parties thereunto respectively and their respective Heirs, and touching and concerning acts and deeds done or suffered by them or any of them; And so as for the making, knowledging and executing of such farther Conveyances and Assurances, or any of them, the persons that shall be required to make or execute the same be not compelled nor compellable to travel for the doing thereof above the space of *twenty* miles from his, her or their place of habitation or abode at the time of such request to be made as aforesaid.*

The use of the
Recovery and
all for their
assurance.

And it is hereby covenanted, granted, concluded and agreed by and between the said Parties to these Presents, for them and their Heirs; And they do hereby publish and declare, That the said Common Recovery herein before covenanted to be had and executed against the said R. A. and all and singular other Fine and Fines, Common Recoveries and farther Assurances and Conveyances whatsoever herein before covenanted to be made, done, levied, executed or acknowledged, and every of them; And all and singular other Fine and Fines, Recovery and Recoveries, and other Assurance and Assurances whatsoever of the said Premises hereby granted or mentioned to be granted, and every or any part or parcel thereof hereafter to be had, made, levied, executed or acknowledged between the said parties to these presents or any of them, or whereunto they or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; And that all and every person and persons which now stand and be seised or which shall at any time or times hereafter stand and be seised of the Premises hereby granted or mentioned to be granted, or any part or parcel thereof, shall stand and be seised thereof, and of every part and parcel thereof; To the only proper use and behoof of the said R. A. his Heirs and Assigns for ever, and to none other use, intent or purpose in any wise whatsoever.

And

And for the better execution of these Presents, the said *D. D.* hath constituted, appointed and in his place and stead put; And by these Presents, doth constitute, appoint and in his place and stead put, the said *Ro. H.* his true and lawful Attorney for him and in his name, place and stead, to enter into the said Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or mentioned to be granted, or any part or parcel thereof in the name of the whole, and quiet and peaceable possession and seisin thereof, and of every part and parcel thereof, or of any part or parcel thereof, in the name of the whole, for and in the name of the said *D. D.* to have and take; And after such Entry had and made, and possession and seisin so had and taken as aforesaid, to deliver quiet and peaceable possession and seisin thereof, and of every part and parcel thereof, or of any part or parcel thereof, in the name of the whole, unto the said *R. A.* or to his certain Attorney or Attornies in that behalf lawfully authorized to take and receive the same; To be had and held according to the tenor, form and effect of these Presents; And whatsoever the said Attorney of the said *D. D.* shall do in the Premises, he the said *D. D.* doth and shall hereby ratifie, confirm and allow, as fully as if the said *D. D.* had been present and done the same in his own person. In witness, &c.

Letter of Attorney to deliver Possession and Seisin.

And it is also covenanted, concluded and agreed by and between the said parties to these Presents, for them and their Heirs; And all the said parties to these Presents do hereby declare; That the said Fine or Fines herein before covenanted to be levied as aforesaid; And all and every other Fine and Fines whatsoever to be had and levied by and between the said parties to these Presents or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; And that the Conusee or Conusees in the said Fine or Fines, and all and every other person or persons whatsoever that by force and virtue of the said Fine or Fines, or any other Fine or Fines, shall be seised of the Premises, or any part thereof, shall stand and be seised thereof, and of every part and parcel thereof; To the only use and behoof of the said *H. Earl of K. Marquess D.* his Heirs and Assigns for ever; And to none other use, intent or purpose whatsoever.

Covenant, That the Fine covenanted to be levied shall be to the use of the Purchaser.

And lastly, It is fully concluded and agreed upon, by and between the said parties to these Presents; and the true intent and meaning of them, and every of them, and of these Presents, is; And the said *Sir J. P.* and *W. R.* do hereby expressly declare the same so to be; That they the said *Sir J. P.* and *W. R.* do accept and take the said two parts of the said Lands and Premises abovementioned, to be hereby granted as an Adventure, upon their own perils, and not otherwise; and do so buy and purchase the same; And therefore the said *Sir J. P.* for himself, his Heirs, Executors and Administrators; and the said *W. R.* for himself, his Heirs, Executors and Administrators; each of them severally, and not jointly, nor one for the other, or for the acts of the other, or of the Heirs, Executors or Administrators of the other, but for their own acts only; do hereby covenant, promise and grant to and with the said *E. C.* his Heirs and Assigns; That in case they the said *Sir J. P.* and *W. R.* or either of them, their or either of their Heirs or Assigns, shall at any time or times hereafter be disturbed, troubled, molested, hindered, interrupted

That the Purchaser shall bear the Loss, if any, and the Grantor not liable to make good.

Covenant severally, not jointly.

or

or debarred in or from obtaining the possession or profits of the said Premises hereby granted or mentioned to be granted or any part or parcel thereof, or in the possession or enjoyment of the same, by any person or persons, or by any ways, means or occasion whatsoever; Except by the said E. C. his Heirs or Assigns, or any person or persons claiming by, from or under him or them, or by any act or thing done or to be done, or wittingly or willingly permitted or suffered to be done by him or them or any of them; That then and in such Case they the said Sir J. P. and W. R. their Heirs and Assigns, shall and will bear and sustain all and every such losses, prejudice and damages as shall thereby come or arise; And that the said E. C. his Heirs or Assigns, or any of them, shall not be therefore questioned or sued by the said Sir J. P. and W. R. or either of them, their or either of their Heirs, Executors or Assigns; nor be liable or compellable either in Law or Equity to recompense, satisfy or make good any manner or kind of loss, damage or detriment which shall thereby happen, arise or come unto, or be sustained by the said Sir J. P. and W. R. or either of them, their or either of their Heirs or Assigns; These Presents, or any thing therein, or in the said Indenture of Lease, or either of them, contained to the contrary thereof in any wise notwithstanding.

Covenant,
That the Vendor shall surrender the Copyhold lands upon request within seven years.

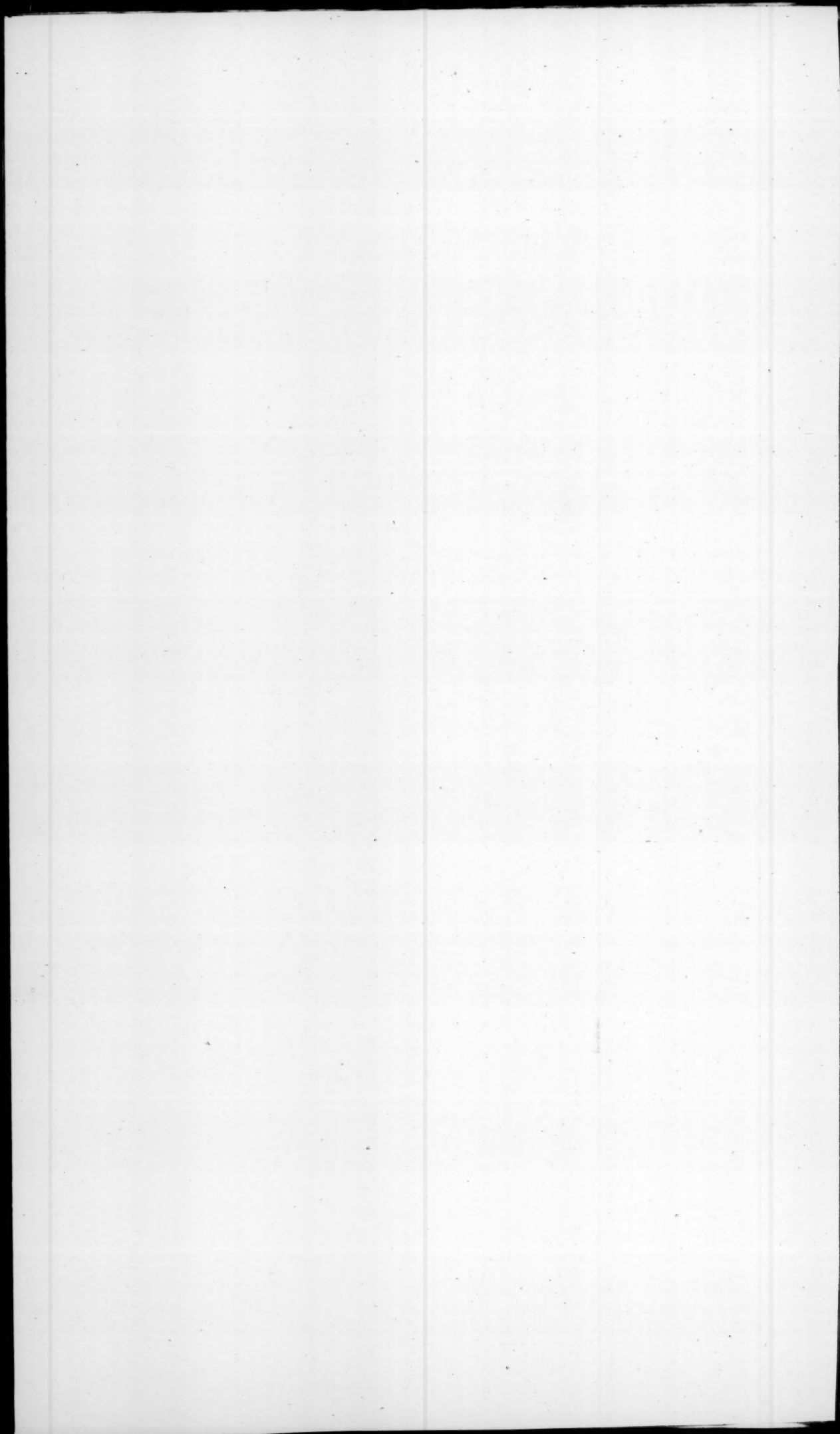
And the said C. Earl of D. for himself, his Heirs, Executors and Administrators, &c. doth covenant, promise and grant to and with the said R. T. and J. P. their Heirs and Assigns, by these Presents, That he, the said C. Earl of D. his Heirs and Assigns, shall and will from time to time, and at all times within the space of seven years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the Law of the said R. T. and J. P. their Heirs and Assigns, or some of them, surrender, by himself, or by some other person or persons on that behalf lawfully authorised by Letter of Attorney, according to the custom of the said Manor, into the hands of the Lord or Lords of the Manor of M. for the time being, all such and so much of the said Messuages, Lands and Premises as are Copihold or of the nature of Copihold, To the use of the said R. T. and J. P. their Heirs and Assigns for ever.

Covenant to pay Quit-Rents by one who is about to purchase part of the Lands out of which the same are payable.

Recital of the intended purchase.

This Indenture made the, &c. between R. S. of J. &c. Esquire, of th'one part; and D. C. of, &c. Gent. of th'other part: Where- as the said R. S. and R. A. of L. Merchant, have purchased or agreed to purchase to them and the Heirs of the said R. S. for ever, of the said D. C. and Sir J. P. of L. Knight; All that the Manor or Lordship, Scite capital Messuage or Mansion-house of H. in the County of B. with its rights, members and appurtenances; And divers Messuages, Lands, Tenements, Meadows, Leasows, Closes, Pastures, Rents, Services and Hereditaments in the said County of B. As in and by the Assurances in that behalf made or agreed to be made will plainly appear; And whereas two several yearly rents or annuities are issuing or payable out of or in respect of the said Manor and Premises, and other Lands and Tenements heretofore of T. B. of, &c. Esquire, some part thereof, (*viz.*) One yearly

The Rents issuable out of the premises and other Lands heretofore of B.



ly rent of 40 s. of, &c. payable for ever unto the Lord of the Manor of M. in the said County of B. for the time being; And also one other yearly rent of 40 s. more, or thereabouts, of like lawful money, payable for ever unto the Lord of the Manor of S. in the County of M. for the time being: And whereas in and by one Indenture bearing date the, &c. in the year, &c. made or mentioned to be made between the said D. C. of th one part, and the said T. B. of th' other part; the said D. C. did covenant, promise and grant to and with the said T. B. That he the said D. C. his Heirs and Assigns, or some of them, should and would from time to time and at all times hereafter well and truly pay or cause to be paid the said several yearly rents of 40 s. and 40 s. to the several persons respectively, to whom the same ought to be paid as aforesaid, and as the same should from time to time grow due and payable; And thereof and therefrom save harmless and keep indemnified the said T. B. his Heirs and Assigns, and his and their Lands, Tenements, Goods, Cattels and Chattels; and also the Lands, Tenements, Goods, Cattels and Chattels of all and every such person and persons, their Heirs and Assigns, as had heretofore purchased any Lands or Tenements of the said T. B. As in and by the said Indenture (relation being thereunto had) may more at large appear.

The now Vendor did covenant to indemnifie B. (the person of whom he purchased) from the Rents in respect of his other Lands.

Now this Indenture witnesseth, That it is covenanted and agreed by and between the said Parties to these Presents and the said R. S. doth by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise and grant to and with the said D. C. his Heirs and Assigns, and every of them, That he the said R. S. his Heirs and Assigns, or some of them, shall and will from time to time and at all times hereafter well and truly pay or cause to be paid the said yearly rents of 40 s. and 40 s. to the several persons respectively to whom the same ought to be paid as aforesaid, and as the same shall from time to time grow due and payable; And thereof and therefrom save harmless and keep indemnified as well the said T. B. his Heirs and Assigns, and his and their Lands, Tenements, Goods, Cattels and Chattels, as also the said D. C. his Heirs and Assigns, and his and their Lands, Tenements, Goods, Cattels and Chattels, and likewise the Lands, Tenements, Goods, Cattels and Chattels of all and every such person and persons, their Heirs and Assigns, as have heretofore purchased any Lands or Tenements of the said T. B. In witness, &c.

Therefore the Vendor takes the like Covenant from the new Purchaser

A Feoffment of Freehold Land, and to Surrender Copyhold.

AND this Indenture farther witnesseth, That (for the consideration aforesaid) he the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said J. G. his Heirs and Assigns by these Presents, That he the said A. B. or his Heirs, shall and will, at the next Court-baron to be held for the Manor of W. in the said County of S. or at any other time or times, upon the request of the said J. G. his Heirs or Assigns, but at the proper costs and charges of the said A. B.

Covenant to surrender Copyhold Lands.

or

The like for
Lands in another Manor.

The Surrenderor to pay
the Fine for
Admittance.

For further
Assurance of
the Copyhold.

And that it
shall be free
from Incumbrances.

Covenant to
produce Evidences for
maintaining
the purchasers
Title.

or his Heirs, surrender into the hands of the Lord of the said Manor of *W.* or to the Steward thereof, or otherwise, according to the custom of the said Manor, To the use of the said *J. G.* his Heirs and Assigns, All those Lands, Tenements and Hereditaments herein after mentioned which he the said *A. B.* doth hold of the Manor aforesaid by Copy of Court-rol, according to the custom of the said Manor; (that is to say) One piece of Land called, &c. And all other the Copyhold or Customary Lands of the said *A. B.* held of the said Manor of *W.* And farther, The said *A. B.* (for the consideration aforesaid) for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *J. G.* his Heirs and Assigns, by these Presents, That he the said *A. B.* or his Heirs, shall and will, at the next Court-baron to be held for the Manor of *C.* in the said County of *S.* or at any other time or times, upon the request of the said *J. G.* his Heirs or Assigns, but at the proper costs and charges of the said *A. B.* or his Heirs, surrender into the hands of the Lord of the said Manor of *C.* or to the Steward thereof, or otherwise, according to the custom of the said Manor, To the use of the said *J. G.* his Heirs and Assigns, All those Lands, Tenements and Hereditaments herein after mentioned which he the said *A. B.* doth hold of the Manor aforesaid by Copy of Court roll, according to the Custom of the said Manor, (that is to say,) One piece of Copyhold-land containing, &c. And all other Copyhold-lands of the said *A. B.* held of the Lord of the said Manor of *C.* And the said *A. B.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth farther covenant, promise and grant to and with the said *J. G.* his Heirs and Assigns, by these Presents, That he the said *A. B.* his Heirs, Executors or Administrators, shall and will pay the Fines due for Admittances of the said *J. G.* or his Heirs, into the said respective Copyhold-lands, unto the Lords of the said Manors respectively; And that he the said *A. B.* and his Heirs, from time to time, and at all times hereafter, within the space of seven years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the Law of the said *J. G.* his Heirs or Assigns, shall and will make and do all and every such farther and other lawful and reasonable acts and things, for the farther, better and more perfect assuring and conveying of all and singular the said several Copyhold-lands and Tenements, and all other the Copyhold-lands of the said *A. B.* in the said County of *S.* To or to the use of the said *J. G.* his Heirs and Assigns, as by the said *J. G.* his Heirs or Assigns, or by his or their Council Learned in the Law, shall be reasonably devised or advised and required; And that at the time of such Surrender or Surrenders, or other Assurance or Assurances to be made of the same Copyhold-lands and Premises; All and singular the said Copyhold-lands and Premises so to be surrender'd or otherwise conveyed as aforesaid shall be free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all former Surrenders and Forfeitures, or other Incumbrances whatsoever, had, made, done, or willingly and wittingly suffered by him the said *A. B.* or by any other person or persons whatsoever. In witness, &c.

And lastly, The said *H. H.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *W. E.* of *D.* his Heirs and Assigns, by these Presents, That the said *H. H.* his Heirs or Assigns, shall and will from time to time, and at all times hereafter, upon

upon the request, and at the costs and charges of the said *W. E. of D.* his Heirs and Assigns, produce and set forth or cause to be produced and shewed forth, in any Court or Courts of Record in Law or Equity or elsewhere, All and every, or any the Deeds, Evidences and Writings particularly mentioned and expressed in the Schedule indented to these Presents annexed, (provided they be not destroyed by Fire or other inevitable Accident) when and as often as there shall be occasion to make use of them, or any of them for the maintenance and justification of the Title of the said *W. E. of D.* his Heirs or Assigns, in and to the said parcels of Ground and Premises or any of them, or any part or parcel of them or any of them. In witness, &c.

And farther also, That he, the said *W. H.* and his Heirs, shall and will, from time to time and at all times hereafter for ever, well and sufficiently save and keep harmless the said *J. St. J.* and *T. S.* their Heirs and Assigns, and every of them the said Manor, Lands and Premises, and every part and parcel thereof, of and from all Rents and Annuities heretofore granted out of the said Manor and Premises, or any part or parcel thereof to *T. S.* of *N.* or wherein the said *T. S.* hath any Estate or Interest whatsoever; And also of and from all Judgments by *R. M.* and *A.* his Wife, or either of them, or any of the Co-heirs of the said *W. S.* to *J. A.*

Covenant to free from Incumbrances certain.

And lastly, It is hereby declared and fully agreed by and between all the said Parties to these Presents; And the said *A. L.* for himself, his Heirs, Executors and Administrators and for every of them, doth covenant and grant to and with the said *T. R.* his Executors and Administrators, by these Presents, That he the said *A. L.* shall and will, before the end of *T.* Term next ensuing the date hereof, acknowledge and levy in due form of Law unto the said *E. G.* and his Heirs, one Fine *Sur Conuissans de Droit come ceo*, &c. of all that the said Manor or Lordship of *W.* and all and singular other the Premises in the said County of *B.* by such apt and convenient name and names, numbers of Messuages and Acres, and other certainties as shall be fit and requisite; Which said Fine shall be and enure, and shall be construed, expounded, deemed and taken to be and enure; And is hereby declared to be and enure in the first place to and for the corroboration and confirmation of this present Lease, Demise and Grant, subject unto and under the condition aforesaid; And after, to such other uses as shall be thereof declared by the said *A. L.*

Covenant to levy a Fine sur cognizance de Droit come ceo to corroborate a Mortgage Lease.

E. G. named Conuisee for *T. R.*

And the said *A. L.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth farther covenant, promise and grant to and with the said *T. R.* his Executors, Administrators and Assigns, by these Presents, That the said Manors, Capital Messuages, Farms, Lands, Tenements, Hereditaments and other the Premises hereby demised or mentioned to be demised, now are, and from and after any default in payment of the said Monies herein before covenanted to be paid during the Life of *K. W.* Widow, shall remain, continue and be unto the said *T. R.* his Executors, Administrators and Assigns, of the full and clear yearly value of 400*l.* over and above all Charges and Reprizes issuing and going out of the same; And after her death, of the full and clear yearly value of 500*l.* by the year over and above all Charges and Reprizes issuing and going out of the same.

Covenant for the yearly value of the mortgaged Premises.

A Bargain and Sale for six Months, to enable the Bargainor to grant, release and convey Lands.

This Indenture made, &c. between the Right Honourable A. Lord Viscount C. of the one part; and W. Lord P. of the other part, *Witnesseth*, That the said A. Lord Viscount C. for and in consideration of the Sum of 10 s. of, &c. to him in hand paid by the said W. Lord P. at or before the Sealing and Delivery of these Presents, The Receipt whereof the said A. Lord Viscount C. doth hereby acknowledge; And for other Causes and Considerations him moving; *Both* bargained and sold, and by these Presents, doth bargain and sell unto the said W. Lord P. All those, &c. *To have and to hold* the said Manors, Lordships, Hundreds, Bartons, Farms, Messuages, Lands, Tenements, Advowsons, Hereditaments and Premises whatsoever hereby bargained and sold, or mentioned to be bargained and sold, with all and singular their and every of their Appurtenances, unto the said W. Lord P. his Executors, Administrators and Assigns, from the day before the day of the date of this present Indenture, for and during the term of six months, from thence next ensuing, and fully to be compleat and ended; *To the intent* and purpose the better to enable the said A. Lord Viscount C. to grant, release and convey all and singular the Premises, and the Reversion and Inheritance thereof unto the said W. Lord P. his Heirs and Assigns for ever; *To such uses*, intents and purposes, and in such sort, manner and form as the said A. Lord Viscount C. doth now intend shortly hereafter to grant, release and convey the same by Indenture, intended to bear date the day next after the day of the date hereof. *In witness*, &c.

Mortgage or Demise for 500 years where the Money is let for a considerable time.

This Indenture made, &c. between H. E. of W. of th' one part; and J. P. of, &c. of th' other part; *Witnesseth*, That the said *Consideration.* H. E. of W. for and in consideration of the Sum of 1000 l. of, &c. to him in hand paid by the said J. P. at or before the Sealing and Delivery of this present Indenture; The Receipt whereof the said H. E. of W. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly and absolutely, acquit, exonerate and discharge the said J. P. his Executors and Administrators for ever, by these Presents; *Both Demise,* granted, bargained and sold; And by these Presents, doth demise, grant, bargain and sell unto the said J. P. his Executors, Administrators and Assigns; *Perticulars.* All those six pieces of Marish, containing by estimation 31 Acres, 2 Roods, and 60 Perches in J. in the County of S. now or late in the tenure or occupation of J. B. or of his Assigns; And all those two Tenements, with th' Appurtenances, situate and being in U. and D. or in one of them, in the County of T. now or late in, &c. or one of them, their or one of their Assign or Assigns;

Assigns; Which said Premises in the said County of T. by Indenture bearing date the, &c. made between E. D. J. H. H.C. and F. M. Citizens of L. of th' one part; and Sir R. T. Knight and Baronet, T. T. and T. H. Esquires, of th' other part; inrolled in the High Court of Chancery; were conveyed to the said Sir R. T. T. T. and T. H. and their Heirs, and by them the said Sir R. T. and T. T. after the decease of the said T. H. by their Indenture, bearing date the, &c. and inrolled in the said Court of Chancery; conveyed to the said H. E. of W. and his Heirs; As by the said several Indentures, (relation being, &c.) more plainly, &c. appear: **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby demised or mentioned to be demised, with their and every of their Appurtenances, unto the said J. P. his Executors, Administrators and Assigns, for and during the term of 500 years from henceforth next ensuing, and fully to be compleat and ended, without impeachment of Waste.

Qu. the red-
dend.

And the said H. E. of W. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said J. P. his Executors, Administrators and Assigns, and every of them, by these Presents, That he the said H. E. of W. his Heirs, Executors, Administrators and Assigns, or some or one of them, shall and will without any defalcation, deduction or abatement of any thing for any Taxes, Charges or Payments whatsoever, ordinary or extraordinary, well and truly pay on cause to be paid unto the said J. P. his Executors, Administrators or Assigns, at such times and place, and in such manner and form as is herein after expressed, the full Sum of 1000 l. of, &c. in Gold or Silver, and also Interest or Consideration for the forbearance thereof, after the rate of 6 l. for a Hundred, by the year until the said 1000 l. shall be paid.

Covenant to
pay the Mony.

That is to say, If the said J. P. his Executors, Administrators or Assigns or any of them, shall at any time before the 26th day of May, in the year of, &c. 1654. give or leave notice in writing, at or in the now lodging Chamber of H. F. Esquire, situate in the Inner-Temple aforesaid, unto or for the said H. E. of W. his Heirs, Executors, Administrators or Assigns; Or the said H. E. of W. his Heirs, Executors, Administrators or Assigns, or any of them, shall at any time before the said, &c. of May, which shall be in the said year of, &c. 1654. give or leave notice in writing at or in the now lodging Chamber of the said H. F. situate in the Inner-Temple aforesaid, unto or for the said J. P. his Executors, Administrators or Assigns, for payment to be made of the said Sum of 1000 l. at the end of six months then next after the giving or leaving such notice, or to that effect; Then in either of those cases, whensoever any such notice shall be so given or left by either or any of the said Parties, the said Sum of 1000 l. shall be paid unto the said J. P. his Executors, Administrators or Assigns, at or in the common dining Hall of the Inner-Temple aforesaid, at the end of six months next ensuing after such notice shall be so given or left, as aforesaid, accompting 28 days and no more to every month.

Six months af-
ter notice to
be given by
either party
to the other
before such a
day.

Notice by one
to be given at
such a place.

By the other
at an other
place.

But if no such notice for payment of the said 1000 l. shall be by either or any of the said Parties so given or left, as aforesaid, before the said, &c. of May, which shall be in the year, &c. 1654. Then the said Sum of 1000 l. shall be paid unto the said J. P. his Executors, Administrators or Assigns, at or in the common dining Hall of, &c. aforesaid,

If no notice of
it shall be paid
at such a day
and place.

Interest to be paid half yearly in the mean time.

And so proportionably from the last half years day till day of payment of principal.

Covenant to permit the Mortgagor to enjoy till default in payment of Principal or Interest.

Proviso to be void on payment of both.

Covenant by the Mortgagor to pay all payments till foreclosure.

said, upon the 26th day of *Nov.* which shall be in the year, &c. 1654. without any farther delay; And the said Interest or Consideration for forbearance of the said 1000 *l.* after the rate aforesaid, shall from time to time be well and truly paid by equal half-yearly payments of 30 *l.* upon every 26th day of *May*, and 26th day of *November* in every year, until such time as the said 1000 *l.* shall be paid, according as it is herein before covenanted to be paid; And at what time soever the said 1000 *l.* shall happen to be paid, all the Interest shall be paid for forbearance thereof, after the rate aforesaid, proportionably for all the time, from the then last half-yearly payment before, until the day of payment of the said 1000 *l.*

And the said *J.P.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said *H.E. of W.* his Heirs, Executors, Administrators and Assigns, and every of them, by these Presents, That until some default shall be made of or in payment of the said Monies herein before covenanted to be paid, or of some part thereof, he, the said *J.P.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *H.E. of W.* his Heirs and Assigns, peaceably and quietly to hold and enjoy all and singular the said Messuages, Lands, Tenements and Hereditaments whatsoever, hereby demised or mentioned to be demised, with their and every of their Appurtenances; And to receive, take and enjoy the said Rents, Issues and Profits of them, and every of them to his and their own use and uses, without the let, suit, trouble, interruption, eviction or ejection of the said *J.P.* his Executors, Administrators or Assigns, and without any accompt to be given unto the said *J.P.* his Executors, Administrators or Assigns, for or concerning the same.

Provided always, And it is hereby conditioned, granted, covenanted, concluded and agreed by and between the said parties to these Presents, for them, their Heirs, Executors, Administrators and Assigns, That if the said *H.E. of W.* his Heirs, Executors, Administrators or Assigns, or any of them, shall well and truly pay or cause to be paid unto the said *J.P.* his Executors, Administrators or Assigns, the said Sum of 1000 *l.* and all such Interest or Consideration for forbearance thereof, as aforesaid, in such sort, manner and form as the same is herein before covenanted to be paid; That then, from and immediately after such payment made, this present Indenture, and all and every the Term and Estate thereby made and granted, or mentioned to be made or granted, shall cease, determine and become, and be void, frustrate and of none effect to all intents and purposes.

And the said *H.E. of W.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *J.P.* his Executors, Administrators and Assigns, by these Presents, That he the said *H.E. of W.* his Heirs, Executors, Administrators or Assigns, shall and will from time to time, until the said *J.P.* his Executors, Administrators or Assigns, shall be in actual possession of the Premises, for default of payment of the said Monies, or some part thereof, bear, pay and discharge all Taxes, Charges and Payments whatsoever, ordinary or extraordinary, imposed or to be imposed upon or for or in respect of the said Messuages, Lands, Tenements, Hereditaments and Premises hereby demised or mentioned to be demised, or upon or for or in respect of the said 1000 *l.* and Interest for the same,

or

or by reason thereof; And thereof, and therefrom, and of and from all Distresses, Damages and Demands whatsoever that shall or may arise concerning the same, free, acquit and discharge, or save harmless the said J.P. his Executors, Administrators and Assigns, and every of them.

And farther, The said H. E. of W. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said J.P. his Executors, Administrators and Assigns, by these Presents, in manner and form following.

That is to say, That he the said H. E. of W. is the sole, true and lawfull Owner and Proprietor of all the said Messuages, Lands, Tenements, Hereditaments and Premises hereby demised or mentioned to be demised, and of every part and parcel thereof, with the Appurtenances: And is solely, lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good pure, absolute and indefeasible Estate of Inheritance in Fee simple without any manner of Condition, Contingent, Proviso or Limitation of use or uses, or other restraint, matter or thing to determine, alter or change the same; And hath good right, lawful and absolute power and authority in himself to demise, grant, bargain and sell all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises hereby demised or mentioned to be demised, and every part and parcel thereof, with their and every of their Appurtenances, unto the said J.P. his Executors, Administrators and Assigns, for and during all the said term of 500 years, and in manner and form aforesaid.

And that, If Default shall happen to be made of or in payment of the said Monies herein before covenanted to be paid, or of any part thereof; That then and from thenceforth it shall and may be lawful to and for the said J.P. his Executors, Administrators and Assigns, into all and singular the Premises, and into every part and parcel thereof, to enter, and the same from thenceforth, for and during all the then rest and residue of the said term of 500 year, peaceably and quietly to hold and enjoy; And all and every the Rents, Revenues, Issues, Profits and Commodities thereof, and of every part and parcel thereof, coming, arising and growing, to have and take, without any manner of denial, let, suit, trouble, hindrance, interruption, eviction or ejection, of or by the said H. E. of W. his Heirs or Assigns, and without the lawful let, suit, trouble, interruption, eviction or ejection, of or by any other person or persons whatsoever; And free and clear, and freely, clearly and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Joyntures, Dowers, Intails, Leases, Mortgages, Estates, Titles, Rents, Arrerages of Rents, Judgments, Statutes, Recognizances, Debts, Executions, Extents, Troubles, Forfeitures, Sequestrations, Seisures, Decrees, Charges and Incumbrances whatsoever, (All such Leases and Estates as have been heretofore made of the Premises in the said County of S. not exceeding the term of ten years and one quarter of a year yet to come only excepted and foreprized.)

And the said H. E. of W. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth farther covenant, promise and grant to and with the said J.P. his Executors, Administrators and Assigns, by these Presents, That if any Default shall happen to be made of or in payment of the said Monies, or any part thereof, herein before-

Covenants also.

That he is Owner.

Seised in Fee.

Hath power to demise.

Quiet enjoyment after forfeiture.

Free from Incumbrances.

If default in payment, the Premises shall continue to the Mortgagee after ten years worth 200 l. per annum.

before-covenanted to be paid; That then, and from thenceforth, *after the space of ten years and a quarter of a year now next following*, All the said Messuages, Lands, Tenements, Hereditaments and Premises in the said County of S. shall be and remain unto the said J. P. his Executors, Administrators and Assigns, of the clear yearly value of 200 *l.* by the year in clear Profits to be received by him and them, over and above all Charges and Reprizes issuing and going out thereof; And also that the said Messuages, Lands and Premises in the said County of T. now are, and from, and after any such default in payment of any of the said Monies herein before-covenanted to be paid, shall remain and continue unto the said J. P. his Executors, Administrators and Assigns, of the clear yearly value of 60 *l.* by the year in clear Profits, to be received by him or them over and above all Charges and Reprizes issuing and going out of the same.

And are now
worth 60 *l.*
per annum.

To produce
Evidences in
defence of
Mortgagees
Title.

And farther also, That in case of any such Default in payment as aforesaid; He, the said H. E. of W. his Heirs and Assigns, shall and will from time to time, and at all times thence after, upon the reasonable request of the said J. P. his Executors, Administrators and Assigns, shew forth and deliver, or cause to be shewed forth and delivered unto the said J. P. his Executors, Administrators and Assigns, or to his or their Council or Attornies, to be pleaded or given in evidence, as occasion shall require, for the necessary maintenance or defence of the Estate, Title and Interest of him the said J. P. his Executors and Assigns, of, in and to the Premises hereby demised or mentioned to be demised, and every or any part thereof; All Deeds, Writings and Evidences concerning the same; And also as well the said several Indentures herein before-mentioned to have been inrolled in the said High Court of Chancery, and one other Indenture tripartite bearing date the 18th day of *October* now last past before the date hereof, made or mentioned to be made between the said E. of the first part; J. F. Esquire, Brother of the said Earl, and H. F. of the *Inner-Temple* Esquire, of the second part; and F. T. J. A. T. G. and A. W. Gent. of the third part; whereby all the said Messuages, Lands, Tenements and Hereditaments in the said County of S. hereby demised or mentioned to be demised, are therein limited and settled unto the said H. E. of W. his Heirs and Assigns for ever; As also the Counterparts of all Leases now in being of the said demised Premises, or any part thereof; Which said several Indentures, Counterparts of Leases and Writings, the said J. P. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said H. E. of W. his Heirs and Assigns, to redeliver unto him the said Earl, his Heirs and Assigns, within convenient time after his or their necessary use thereof, as safe, whole, uncanceled and undefaced as he the said J. P. his Executors, Administrators or Assigns, or his or their Council or Attornies received the same.

Such Evidences to be redelivered when made use of.

Further assurance after forfeiture.

And the said H. E. of W. doth also by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and agree to and with the said J. P. his Executors, Administrators and Assigns, That if any Default shall happen to be made of or in payment of the said Monies or any part thereof herein before covenanted to be paid; That then, at any time after such Default made, he, the said H. E. of W. his Heirs and Assigns, and all and every other person and persons any Estate having or lawfully claiming, of, in, to or out of the said Farms, Messuages,

Messuages, Lands, Tenements, Hereditaments and Premises, or any part thereof, (Other than the Persons and Lessees, whose Estates and Interests are herein before excepted for and in respect only of the same Leases and Estates so excepted, and not otherwise,) shall and will at the reasonable request and proper costs and charges in the Law of the said J.P. his Executors, Administrators or Assigns, make and do all and every such act and acts for the farther, better and more better assuring and conveying of the said Farms, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said J.P. his Executors, Administrators and Assigns, for and during the term hereby granted or mentioned to be granted; *Be it by Fine or Fines Sur Concessit or Sur Conusans de Droit, Deed or Deeds, Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said ways and means, or by any other ways and means in the Law whatsoever, as by the said J.P. his Executors, Administrators or Assigns, or by his or their Council Learned in the Law shall be reasonably devised, advised or required. In witness, &c.*

Another Mortgage of a Manor, Park, Advowson Scite and Demesnes of the Manor by Demise for 500 years.

This Indenture tripartite made 11 Febr. in the year, &c. 1651. Tripartite.
between J. C. of E. S. in the County of S. Esquire, of the first part; T. A. of L. Esquire, of the second part; and J. A. of L. Gent. of the third part, *Witnesseth*, That the said J.C. for and in consideration of the Sum of 3500 l. of, &c. to him in hand paid by the said T. A. at or before the Sealing and Delivery of this present Indenture, the Receipt whereof, &c. hath demised, granted, bargained and sold; and by these Presents doth, &c. *All that* the Manor and Lordship, Park and Lodge of E.S. with all and singular their and every &c. in the said County of S. And the Advowson, Donation, Gift, and Free disposition and right of Patronage of the Church of E. S. in the said Co. of S. with the Rights, Members and Appurtenances thereof whatsoever; And also all that the Scite of the said Manor of S.C. aforesaid, with all their Rights, Members and Appurtenances in the said County of S. And all and all manner of the Demesne Lands of the said Manor of S.C. aforesaid; and all Lands accepted, reputed or taken as the Demesnes or Demesne-Lands of the said Manor, with their and every of their Appurtenances whatsoever; And also all that Herbage and Pannage of the Park of the said Manor of S.C. aforesaid, with the Appurtenances, in the said County of S. And also all and singular Lands, Tenements and Hereditaments whatsoever, situate, lying and being in S. aforesaid, and C. or in either of them, in the said County of S. reputed to be parcel of the said Manor of E. S. aforesaid; And also all and singular Messuages, Mills, Houses, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Dove-houses, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Demesne-Lands, Wastes, Furzes, Wears, Marshes, Waters, Water-courses, Banks, Rivers, Ponds, Pools, Fishings, Fishing-places, Rents, Reversions, Services, and Rents and Services

He of the second part is Mortgagee.

Qu. how came he of the third part to joye.

vices as well of Free as Customary Tenants of the said Manor of S.C. with their Appurtenances; And also all Courts-barons and Courts-leets, View of Frankpledge, Perquisites and Profits of Courts and Leets, Felons goods, Fugitives, condemned and outlawed Persons, Wards-marriages, Reliefs, Escheats, Heriots, Free-warrens, and also all other Liberties, Franchises, Privileges, Royalties, Casualties, Tithes, Profits, Commodities, Emoluments and Hereditaments, with th' Appurtenances whatsoever, now or at any time heretofore accepted, reputed, taken, known, demised, used, occupied or enjoyed, as part, parcel or member, or in any wise appertaining to the said Manor, and other the Premises, or any of them; And all and singular other the Messuages, Lands, Tenements and Hereditaments, with th' Appurtenances whatsoever of him the said J. C. situate, lying and being in E. S. aforesaid; And also all and singular Woods, Under-woods and Trees now standing, growing and being of, in or upon, or within the said Manor of S.C. and other the Premises, or any part or parcel thereof; And the Ground and Soil of the same Woods, Under-woods and Trees; And farther, the said J.C. (for the consideration aforesaid) hath demised, granted, bargained and sold; And by these Presents, doth demise, grant, bargain and sell unto the said T.A. his Executors, Administrators and Assigns, All and every the Reversion and Reversions, Remainder and Remainders of the said Manor, Advowson, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned, meant or intended to be demised, granted, bargained and sold, and of every part and parcel thereof, with their and every of their Appurtenances; And all Rents and yearly Profits whatsoever reserved upon any Demise or Grant heretofore made and granted of the said Manor and other the Premises, or of any part or parcel thereof; **To have and to hold** the said Manor, Advowson, Park, Demesne-Lands, Herbage of Park, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby demised, granted, bargained and sold, or herein or hereby meant, mentioned or intended to be demised, granted, bargained and sold, with their and every of their Appurtenances, unto the said T.A. his Executors, Administrators and Assigns, from the first day of this instant *February*, for and during the term of 500 years from thenceforth next ensuing and fully to be compleat and ended, without Impeachment of Waste.

Habend.

Qu. the red-
end.

Proviso.

Provided always, and these Presents are, upon this condition nevertheless, That if the said J. C. his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said T.A. his Executors, Administrators or Assigns or any of them, at or in the now Dwelling-house of him the said T.A. situate in *Fan-church-street, London*, the full Sum of 3972 *l.* 10 *s.* of, &c. in Gold or Silver, in manner and form following.

Several pay-
ments.

That is to say, 157 *l.* 10 *s.* part thereof on the 13th day of *November* next ensuing the date hereof, 105 *l.* other part thereof, on the 13th day of *May* then next following, and 105 *l.* other part thereof, on the 13th day of *November* which shall be in the year of our Lord God 1653. and the full Sum of 3605 *l.* residue of the said Sum of 3972 *l.* 10 *s.* on the 13th day of *May*, which shall be in the year 1654. All the said payments to be made at the place of payment beforementioned fully and intirely, and without any abatement, deduction or defalcation of any thing, for or in respect of any Taxes, Charges, Payments

or

or Assessments, issuing out of, or charged or imposed upon, or to be issuing out of, or charged or imposed upon the said Manor, Advowson, Park, Demesne-lands, Messuages, Lands, Tenements, Hereditaments and Premises, or any part or parcel thereof, or upon the said several Sums of Money, or any part thereof, or by reason thereof by any Order, Ordinance, or Act or Acts of Parliament, or otherwise howsoever; **That then**, from and immediately after the said last payment made, this present Indenture, and all and every the Term and Estate thereby made and granted or mentioned to be made or granted, shall cease, determine, and become and be void, frustrate and of none effect to all intents and purposes.

And the said J. C. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said **T. A.** his Executors, Administrators and Assigns, by these Presents; That he, the said **J. C.** his Heirs, Executors, Administrators and Assigns, or some or one of them, shall and will, without any defalcation, deduction or abatement of any thing for or in respect of any Taxes, Charges, Payments or Assessments as aforesaid, well and truly pay or cause to be paid unto the said **T. A.** his Executors, Administrators or Assigns, or some of them, at the place of payment before mentioned, the said Sum of 3972 *l.* 10 *s.* of, &c. in Gold or Silver, in manner and form aforesaid, at the several times before in the said Proviso or Condition mentioned for payment thereof, without any farther delay.

Covenant for payment accordingly.

And the said T. A. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said **J. C.** his Heirs, Executors, Administrators and Assigns, by these Presents, That until some default shall be made of or in payment of the said Monies herein before covenanted to be paid, or some part thereof, he, the said **T. A.** his Executors, Administrators and Assigns, shall and will permit and suffer the said **J. C.** his Heirs and Assigns, peaceably and quietly to receive, take and enjoy the Rents, Issues, and Profits of all and singular the said Manor, Advowson, Park, Demesne-lands, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby demised or mentioned to be demised, with their and every of their appurtenances, without any interruption of or by the said **T. A.** his Executors, Administrators or Assigns, and without any accompt to be given to him or them for or concerning the same.

Covenant that the Mortgagor shall enjoy till default in payment.

And the said J. C. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said **T. A.** his Executors, Administrators and Assigns, by these Presents, in manner and form following.

Covenants by the Mortgagor

That is to say, That he, the said **J. C.** is the sole, true and lawful Owner and Proprietor of all the said Manor, Advowson, Park, Demesne-lands, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised or mentioned to be demised, and of every part and parcel thereof, with the appurtenances; **And** is wholly, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee simple, without any manner of Condition, Contingent, Proviso or Limitation of Use or Uses, or other restraint, matter or thing to determine, alter or change the same; **And** hath good right, lawful and absolute power

That he is Owner.

Seised in Fee.

Power to convey.

and authority in himself to demise, grant, bargain and sell the said Manor, Advowson, Park, Demesne-lands, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby demised or mentioned to be demised, and every part and parcel thereof, with their and every of their appurtenances, unto the said T. A. his Executors, Administrators and Assigns, for and during all the said term of 500 years, and in manner and form aforesaid.

The Mortgagee shall quietly enjoy after default of payment.

Free from Incumbrances.

Worth 270 l. per annum.

To levy a Fine.

And that if default shall happen to be made of or in payment of the said Monies herein before covenanted to be paid, or of any part thereof; That then and from thenceforth it shall and may be lawful to and for the said T. A. his Executors, Administrators and Assigns, into all and singular the Premises, and into every part and parcel thereof to enter, and the same from thenceforth, for and during all the then rest and residue of the said term of 500 years, peaceably and quietly to hold and enjoy; And all and every the Rents, Revenues, Issues, Profits and Commodities thereof, and of every part and parcel thereof, coming, arising and growing, to have and take, without any manner of denial, let, suit, trouble, hindrance, interruption, eviction or ejection of or by the said J. C. his Heirs or Assigns; and without the lawful lett, suit, trouble, interruption, eviction or ejection of or by any other person or persons whatsoever; And free and clear, and freely and clearly and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Joyntures, Dowers, Intails, Leases, Mortgages, Estates, Titles, Rents, Arrerages of Rents, Judgments, Statutes, Recognizances, Debts, Executions, Extents, Troubles, Forfeitures, Sequestrations, Seisures, Decrees, Charges and Incumbrances whatsoever.

And the said J. C. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth farther covenant, promise and grant to and with the said T. A. his Executors, Administrators and Assigns, by these Presents, That if any default shall happen to be made of or in payment of the said Monies, or any part thereof, herein before covenanted to be paid, That then, and from thenceforth, all the said Manor, Advowson, Park, Demesne-lands, Messuages, Lands, Tenements, Hereditaments and Premises, hereby demised or mentioned to be demised, shall remain and continue unto the said T. A. his Executors, Administrators and Assigns, of the clear yearly value of 270 l. by the year, in clear profits, to be received by him or them over and above all charges and reprises issuing and going out of the same.

And farther, The said J. C. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said T. A. his Executors, Administrators, and Assigns, by these Presents, That the said J. C. his Heirs shall and will, before the end of *Easter Term* next ensuing the date hereof, acknowledge and levy in due form of Law one Fine *Sur Conusans de Droit come ceo*, &c. to be ingrossed, recorded and sued forth with Proclamations, according to the Statutes in that case made and provided, and the usual course of Fines, with Proclamations, in such cases used, unto the said T. A. and his Heirs, of all the said Manor, Advowson, Park, Demesne-lands, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby demised or mentioned to be demised, with their and every of their appurtenances, by such apt and convenient name and

and names, numbers of Messuages and Acres, quantities and qualities of Land and other things as shall be fit and requisite.

And it is hereby declared and agreed by and between all the said parties to these Presents, That the said Fine herein before covenanted to be levied as aforesaid, and all and every other Fine and Fines whatsoever, to be had and levied by and between the said parties to these Presents or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; and that the Conusee or Conusees in the said Fine or Fines, and all and every other person and persons whatsoever, that by force and virtue of the said Fine, or any other Fine or Fines shall be seised of the said Manor, Advowson, Park, Demesne-Lands, Messuages, Lands, Tenements and Hereditaments whatsoever, hereby demised or mentioned to be demised, or any part thereof, shall stand and be seised thereof, and of every part and parcel thereof, To the use and behoof of the said T. A. his Executors and Assigns, for and during the said term and number of 500 years, to be accompted from the said first day of this instant *February*, and from thenceforth next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of Waste subject nevertheless to such condition as is herein before mentioned; And from and immediately after the expiration, ceasing or other determination of the said term of 500 years; Then to the use and behoof of the J. C. his Heirs and Assigns for ever; and to none other use or uses, intent or purpose.

To the use of the Mortgagor for the terms subject to the condition aforesaid.

From the determination of the term to the use of the Mortgagor and his Heirs, Further assurance after the Mortgage forfeited.

And farther, The said J. C. for himself, his Heirs Executors, Administrators and Assigns, and for every of them, doth covenant promise and grant to and with the said T. A. his Executors, Administrators and Assigns, by these Presents, That if any default shall happen to be made of or in payment of the said Monies, or any part thereof, herein before covenanted to be paid; That then, at any time after such default, he the said J. C. his Heirs and Assigns, and all and every other person and persons, any Estate having or lawfully claiming of, in, to or out of the said Manor, Advowson, Park, Demesne-lands, Messuages, Lands, Tenements, Hereditaments and Premises, or any part thereof, (other than the persons and Lessees whose Estates and Interests are herein before excepted, for and in respect only of the same Leases and Estates so excepted, and not otherwise) shall and will, at the reasonable request and proper costs and charges in the Law of the said T. A. his Executors, Administrators and Assigns, make and do all and every such act and acts for the farther, better and more perfect assuring and conveying of the said Manor, Advowson, Park, Demesne-lands, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said T. A. his Executors, Administrators and Assigns, for and during the term hereby granted or mentioned to be granted; Be it by Fine or Fines *Sur Concessit* or *Sur Conusans de Droit*, Deed or Deeds, Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation; or by all and every or any of the said waies and means, or by any other waies and means in the Law whatsoever; as by the said T. A. his Executors, Administrators or Assigns, or by his or their Council Learned in the Law shall be reasonably devised, advised or required. In witness, &c.

A Demise of a Manor for 99 years, for Securing an Annuity for Life of the Lessee. See the Redemise next following.

Father and his
two Sons Lessors.

Consideration,
a competent
sum of money.

Habund.

Quere the
Reddend.

Covenant,
joynly by the
Lessors.

Are Owners.

Seised in Fee.

This Indenture made, &c. Between R. S. of M. in the County of L. T. S. Son and Heir apparent of the said R. S. and R. S. younger son of the said R. S. of the one part; and W. A. of G. I. in the County of M. of the other part; Witnesseth, That the said R. S. T. S. and R. S. for and in consideration of a competent Sum of lawful Mony of England to them in hand paid by the said W. A. at or before the Sealing and Delivery of this present Indenture; the Receipt whereof they the said R. S. T. S. and R. S. do hereby acknowledge; And thereof, &c. Have demised, granted, bargained and sold; And, by these Presents, do, &c. All that the Manor or Lordship of little M. with the rights, members and appurtenances thereof in the County of L. and all and singular Messuages, Houses, Dove-houses, Barns, Stables, Edifices, Buildings, Lands, Tenements and Hereditaments whatsoever, to the said Manor or Lordship of M. belonging or appertaining, or therewith usually occupied or enjoyed; And all and every other the Messuages, Lands, Tenements and Hereditaments whatsoever of them the said R. S. T. S. and R. S. and every or any of them, or wherein they or any of them now have, or at any time heretofore had any Estate of inheritance in little M. aforesaid, and in H. in the said County of L. or in either of them; And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every part and parcel thereof; And all Rents and yearly Profits, Reservations and Services reserved or payable in, by or upon any Lease or Leases, Grant or Grants, had, made or granted, or mentioned to be made or granted of the Premises hereby granted and demised, or mentioned to be granted or demised, or of any of them; To have and to hold the said Manor, Lordship, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever, hereby demised or mentioned to be demised, with their and every of their appurtenances, unto the said W. A. his Executors, Administrators and Assigns, for and during the term of 99 years from henceforth next ensuing, and fully to be compleat and ended.

And the said R. S. T. S. and R. S. for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, do covenant, promise and grant to and with the said W. A. his Executors, Administrators and Assigns, by these Presents, in manner and form following.

That is to say, That at and immediately before the Sealing and Delivery of this present Indenture, they the said R. S. T. S. and R. S. or some of them are, or one of them is the true and lawful Owner or Owners, Proprietor or Proprietors of all the said Manor, Lordship, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised or mentioned to be demised, and of every part and parcel thereof, with their and every of their appurtenances; And are, or some or one of them is lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible Estate of inheritance in Fee simple without any manner of Condition, Contingent, Proviso or Limitation of any Use or Uses, or other restraint, matter or thing to

to determine, alter or change the same; And that they, the said R. S. T. S. and R. S. or some or one of them have or hath good right, and lawful and absolute power and authority in themselves or in some or one of them to demise, grant, bargain and sell the said Manor, Lands and Premises hereby demised or mentioned to be demised, and every part and parcel thereof, with their and every of their appurtenances, unto the said W. A. his Executors, Administrators and Assigns, for and during all the said term of 99 years, and in manner and form aforesaid.

Power to demise.

And also, That he, the said W. A. his Executors, Administrators and Assigns, and every of them, shall or lawfully may from time to time and at all and every time and times hereafter, for and during all the said term of 99 years before mentioned, freely, quietly and peaceably, have, hold, occupy, possess and enjoy all and singular the said Manor, Lordship, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby demised or mentioned to be demised, with their and every of their appurtenances; And all and every the Rents, Revenues Issues, Profits and Commodities thereof and of every part and parcel thereof, coming, arising and growing, have and take, without any manner of let, suit, trouble, vexation, eviction, disturbance or other hindrance or molestation whatsoever of them the said R. S. T. S. and R. S. or any of of them, their or any of their Heirs or Assigns; And without the lawful lett, suit, trouble, interruption, eviction or ejection of any other person or persons whomsoever; And also, That the said Manor, Lordship, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby demised or mentioned to be demised, and every part and parcel thereof, with their and every of their appurtenances, now are, and from henceforth for and during all the said term of 99 years shall remain, continue and be unto the said W. A. his Executors, Administrators and Assigns, clear and free, and freely, clearly and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Jointures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Post-fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes-merchant and of the staple, and all Debts of Record, Extents, Liberties, Seisures, Sequestrations and Causes of Sequestration, Decrees and Charges, Titles, Troubles and Incumbrances whatsoever.

Quiet enjoyment.

Free from Incumbrances.

And farther also, That they the said R. S. T. S. and R. S. and every of them, their and every of their Heirs and Assigns, and all and every other person and persons whomsoever, any having or lawfully claiming, or which shall or may at any time or times hereafter have or lawfully claim any estate, right, title or interest of, in or to the Premises hereby demised or mentioned to be demised, or of, in or to any part or parcel thereof, by, from or under them the said R. S. T. S. and R. S. or any of them, shall and will from time to time, and at all and every time and times hereafter, within the space of seven years next ensuing the date of this present Indenture, at and upon the reasonable request of the said W. A. his Executors, Administrators or Assigns, do make, levie, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable Act and Acts, Conveyances and Assurances in the Law whatsoever, for the farther, better and more perfect assuring and conveying

Further assurance.

convey of the said Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular the Premises hereby demised or mentioned to be demised, with their and every of their appurtenances, unto the said *W. A.* his Executors, Administrators and Assigns, for and during the said term of 99 years, as by the said *W. A.* his Executors, Administrators or Assigns, or his or their Council Learned in the Law shall be reasonably, devised, advised or required. In witness, &c.

A Redemise of the same Manor for 98 years, if the Lessee live so long.

This Indenture made, &c. between *W. A.* of *G. I.* in the County of *M.* of the one part; and *R. S.* of little *M.* in the County of *L.* Esquire, *T. S.* son and heir apparent of the said *R. S.* and *R. S.* younger son of the said *R. S.* of the other part; Witnesseth, That the said *W. A.* for and in consideration of the Rents and Reservations, Conditions, Covenants and Agreements herein after mentioned, reserved, expressed and agreed upon; and also in consideration of the Sum of 5 *s.* of, &c. to the said *W. A.* by the said *R. S. T. S.* and *R. S.* in hand paid at or before the Sealing and Delivery hereof, the Receipt whereof, the said *W. A.* doth hereby acknowledge; and also for divers other good causes and considerations him moving; hath bargained, sold, leased, betaken, set and to farm letten; and by these Presents doth, &c. unto the said *R. S. T. S.* and *R. S.* their Executors, Administrators and Assigns; All that the Manor, or Lordship of *M.* (*prout* in the Demise;) And all and every other the Messuages, Lands, Tenements and Hereditaments whatsoever, which in and by one Indenture bearing date the, &c. day of, &c. last past before the date hereof, made or mentioned to be made between the said *R. S. T. S.* and *R. S.* of the one part; and the said *W. A.* of the other part, are demised, granted, bargained and sold unto the said *W. A.* his Executors, Administrators and Assigns, by the said *R. S. T. S.* and *R. S.* for the term of 99 years therein mentioned; And also all Rents and yearly Profits, Reservations and Services reserved or payable, in, by or upon any Lease or Leases, Grant or Grants had, made or granted, or mentioned to be made or granted of the Premises hereby leased or mentioned to be leased, or of any of them, or of any part thereof; To have and to hold the said Manor, Lordship, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby leased or mentioned to be leased, with their and every of their appurtenances, unto the said *R. S. T. S.* and *R. S.* their Executors, Administrators and Assigns, for and during the term of 99 years from henceforth next ensuing, and fully to be compleat and ended: **P**aying and paying therefore yearly, during the said term, unto the said *W. A.* or his Assigns, at or in the now dwelling house of *Mr. J. A.* &c. the yearly Rent of 50 *li.* of, &c. at two several daies or times in the year. That is to say, Upon, &c. by equal portions, in every year during the said term, if the said *W. A.* shall so long live, without any defalcation, deduction or abatement of any thing for any Taxes, Laies, Assessments, Contributions, or other Impositions or Charges whatsoever ordinary

Habend.

For 99 years
absolute.

Reddend.
During the
term if the
Lessor lives so
long.

dinary or extraordinary, or for Quartering of Souldiers, or for or in respect of any other matter or thing whatsoever; The first payment of the said Rent to be made upon, &c. next ensuing the date of this present Indenture.

And the said R. S. T. S. and R. S. do jointly and severally for themselves, their and every of their Heirs, Executors, Administrators and Assigns, covenant, promise and grant to and with the said W. A. his Executors, Administrators and Assigns, and every of them, by these Presents, That they, the said R. S. T. S. and R. S. or some or one of them, their or some or one of their Executors, Administrators or Assigns, shall and will from time to time, during all the said term of 98 years (if the said W. A. shall so long live) well and truly pay or cause to be paid unto the said W. A. or his Assigns, the said yearly Rent of 50 *li.* at the place of payment before mentioned, upon the several daies before appointed for payment thereof, without any defalcation, deduction or abatement of any thing for any Tax or Taxes, Laies, Assessments, Contributions or other Impositions or Charges whatsoever, ordinary or extraordinary, or for Quartering of Souldiers, or for or in respect of any other matter or thing whatsoever.

Covenant jointly and severally to pay the Rents.

Provided always, and these Presents are upon this Condition nevertheless, That if it shall happen the said yearly Rent of 50 *li.* or any part thereof to be behind or unpaid by the space of 20 days after any of the said days herein before limited or appoynted for payment thereof at the place before mentioned, although no Demand at all shall be thereof made; That then and from thenceforth it shall and may be lawful to and for the said W. A. his Executors, Administrators and Assigns, into the said Manor, Lordship, Messuages, Lands, Tenements, Hereditaments, and all and singular the Premises hereby leased or mentioned to be leased, to re-enter, and the same to have again repossess and enjoy, as in his former Estate; Any thing herein contained to the contrary in any wise notwithstanding.

Proviso of re-entry if arere 20 days though not demanded

Provided also, And it is hereby covenanted, granted, concluded and agreed by and between the said Parties to these Presents, for them their Executors, Administrators and Assigns, That if the said R. S. T. S. and R. S. or any of them, their or any of their Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said W. A. or his Assigns, the said yearly rent of 50 *l.* at the place of payment before mentioned, on every day of, &c. or within 20 days after every of the said days respectively, in every year, during all the said term of 98 years, if the said W. A. shall so long live, without any defalcation, deduction or abatement of any thing for or in respect of any Taxes, Laies, Assessments, Contributions or other Impositions or Charges whatsoever, ordinary or extraordinary; or for Quartering of Souldiers, or for or in respect of any other matter or thing whatsoever; That then, from and immediately after the decease of the said W. A. not only the said yearly Rent hereby reserved shall cease and not be after paid; But also the said Indenture of Demise and Grant of all the said Premises mentioned to be made by the said R. S. T. S. and R. S. bearing date the said, &c. day of, &c. last past before the date hereof, as aforesaid, shall cease, determine, and become and be from thenceforth void, frustrate and of none effect.

Proviso If the Rent duly paid during the term (if the Lessor lives so long) then after his death not only the Rent shall cease, but also the former demise made to him shall determine.

And

And his Executors and Administrators shall surrender their interest,

And the said *W. A.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *R.S. T.S.* and *R.S.* their Heirs, Executors, Administrators and Assigns, by these Presents, That in such case of true payment of the said yearly Rent of 50 *li.* during all the said term of 98 years, if the said *W. A.* shall so long live, as is herein last beforementioned, at any time after the decease of him the said *W. A.* upon the request of the said *R.S. T.S.* and *R.S.* or any of them, their or any of their Heirs, Executors, Administrators or Assigns, the Executors or Administrators of him the said *W. A.* shall and will surrender and deliver up unto the said *R.S. T.S.* and *R.S.* their Heirs or Assigns, Owners of the Inheritance of the Premises; All their Estate, Right, Title, Interest, Term of years, Property, Claim and Demand whatsoever, which they shall then have of, in and to the Premises or any of them, by virtue of the said Indenture of Demise and Grant made by the said *R.S. T.S.* and *R.S.* bearing date the said, &c. day of, &c. last past before the date hereof, as aforesaid, or otherwise howsoever.

And deliver up that part of the former Indenture and of these Presents which are sealed by the other parties.

Covenant that the Lessee shall quietly enjoy under the Rents and Covenants.

Free from Incumbrances

And that then also, upon the delivery up of that part of the said Indenture of Demise and of these Presents which are sealed by the said *W. A.* unto the Executors, or Administrators of the said *W. A.* to be cancelled, the said Executors or Administrators of the said *W. A.* shall and will deliver up unto the said *R.S. T.S.* and *R.S.* their Heirs, Executors or Administrators that part of the said Indenture of Demise and of these Presents which are sealed by the said *R.S. T.S.* and *R.S.* to be cancelled.

And the said *W. A.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *R.S. T.S.* and *R.S.* their Executors, Administrators and Assigns, by these Presents, That they the said *R.S. T.S.* and *R.S.* their Executors, Administrators and Assigns, duly paying the said yearly Rent herein before reserved, and truly performing all the Covenants on their part and behalf to be performed, contained in these Presents and the said Indenture of Demise before mentioned, shall or lawfully may quietly and peaceably, hold, occupy and enjoy the said Manor, Lands and Premises without interruption of the said *W. A.* his Executors, Administrators or Assigns; And clear and free from all Incumbrances had, made or done by the said *W. A.* his Executors or Administrators. In witness, &c.

A Statute Merchant with Defeasance to perform the Covenants f. 53. *Bill to discover Incumbrances thereon,* f. 54. *Assignment of the Mortgage on the Premises,* fo. 55. *Another Redemption for security of Money in the nature of a Mortgage.*

This Indenture made, &c. between *J. M.* and *E. H.* of, &c. of the one part; and *M. H.* of *M.* in the County of *T.* and *J. H.* Son and Heir apparent of the said *M. H.* of the other part; Witnesseth, That the said *J. M.* and *E. H.* for and in consideration of the Rent and Reservations, Conditions, Covenants and Agreements herein after mentioned, reserved, expressed and agreed upon; And also in consideration of the Sum of 5 *s.* of, &c. to the said *J. M.* and *E. H.* by the said *J. H.* in hand paid at or before the Sealing and Delivery hereof, the Receipt whereof the said *J. M.* and *E. H.* &c. have bargained, sold, leased, &c. And

And by these Presents do, &c. unto the said J. H. his Executors and Assigns; All that the Manor or Lordship of M. with the Rights, Members and Appurtenances thereof in the said County of T. And all and singular Messuages, Houses, Edifices, Buildings, Tofts, Cottages, Mills, Lands, Tenements, Meadows, Pastures, Feedings, Closes, Inclosures, Woods, Under-woods, Grounds, Rents, Reversions, Marishes, &c. *prout* in the Demise. And also all and singular other the Messuages, Houses, Edifices, Buildings, Tofts, Cottages, Mills, Lands, Tenements, Rents, Reversions, Meadows, Pastures, Feedings, Woods, Under-woods and Hereditaments whatsoever, which in and by one Indenture bearing date the, &c. day of, &c. made between the said M. H. and J. H. of th' one part; and J. M. and E. H. &c. are demised, granted, &c. unto the said J. M. and E. H. their Executors, Administrators and Assigns, by the said M. H. and J. H. for the term of 999 years therein mentioned: In which said Demise the said M. H. did only joyn for conformity, the real Estate in Law being formerly in the said J. H. And also all Rents, &c. *prout* in the Demise precedent. To have and to hold the said Manor, Lordship, Messuages, Mills, Lands, Tenements, Hereditaments, and all and singular, &c. *prout* in the said Demise; for and during the term of 999 years from henceforth next ensuing, and fully, &c. *Yield- ing, &c.* unto the said J. M. and E. H. their Executors, Administrators and Assigns, at or in, &c. the yearly Rent of 120*l.* of, &c. at two several days or times in the year; That is to say, upon the, &c. day of, &c. and the, &c. day of, &c. in every year during the said term, by equal portions, without any defalcation, &c. The first payment of the said Rent to be made upon the, &c. day of, &c. next ensuing the date of this present Indenture.

Habend.

Reddend.

And the said M. H. and J. H. do jointly and severally for themselves, their and either of their Heirs, &c. covenant, &c. with the said J. M. and E. H. their Executors, Administrators and Assigns, and every of them, by these Presents, That he, the said J. H. his Executors, Administrators or Assigns, shall and will from time to time, during the said term, well and truly pay or cause, &c. unto the said J. M. and E. H. their Executors, Administrators or Assigns, the said yearly Rent of, &c. *prout* in the said Demise.

Covenant jointly and severally to pay the Rent.

And farther also, That if they the said J. M. and E. H. or either of them, or th' Executors or Administrators of them or any of them, or any other person or persons on their or any of their behalf, by their, or any of their appointment and direction, shall, upon any --- day of, &c. or --- day of, &c. in any year during the said term of 999 years before-mentioned, give personal notice unto the said M. H. and J. H. or either of them, or to the Executors, Administrators or Assigns, of the Survivor of them; or leave notice in writing for him, them or any of them, at or in the Parsonage-house of M. aforesaid, for the payment of the Sum of 1600*l.* to be made by them or any of them unto the said J. M. and E. H. or the Survivor of them, or to th' Executors or Administrators of the Survivor of them at the end of one year next after such notice to be given or left as aforesaid; That then, and in such case, they the said M. H. and J. H. or one of them, their or one of their Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay or cause to be paid unto the said J. M. and E. H. or to the Survivor of them, or to th' Executors, Administrators or Assigns of the

To pay 1600*l.* upon a years notice.

H

Survivor

Survivor of them, at or in the said common dyning Hall, &c. aforesaid, at th' end of one year next after such notice given or left as aforesaid, the full Sum of 1600 l. of, &c. in Gold or Silver over and above the half-yearly payment of the said Rent then to be due, and without any defalcation, &c. *ut supra*.

Re-enter in
default of pay-
ment of the
Rent or of the
1600 l.

Provided always, and these Presents are upon this condition nevertheless; That if it shall happen the said yearly Rent of 120 l. or any part thereof to be behind or unpaid at or after any of the said days herein before limited or appointed for payment thereof, at the place of payment before mentioned, (although no Demand at all shall be thereof made;) **Or** if any default shall be made in payment of the said Sum of 1600 l. at the place aforesaid, at the end of one year next after such notice shall be given or left for the payment thereof as aforesaid; That then, and from thenceforth it shall and may be lawful to and for the said J.M. and E.H. their Executors, Administrators and Assigns, into the said Manor, Lordship, Messuages, Mills, Lands, Tenements, Hereditaments, and all and singular other the Premises, with th' Appurtenances, hereby leased or mentioned to be leased, to re-enter, and the same to have again, repossess and enjoy, as in their former Estate; Any thing herein contained to the contrary in any wise notwithstanding.

If the Lessees
being minded
to pay in the
1600 l. do give
a years notice
and then pay
it accordingly,
and clear the
Rent, then the
Rent shall
cease, and the
first Lease de-
termine.

And it is hereby covenanted, granted, concluded, condescended and fully agreed upon by and between all the said parties to these Presents, for them, their Executors and Administrators; That if the said M.H. and J.H. or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, or any other person or persons, on their or any of their behalf, by their or any of their appointment and direction, shall and do, upon any first day of June, or first day of Decemb. in any year, during the said term of 999 years before mentioned, give personal notice unto the said J.M. and E.H. or either of them, or to th' Executors, Administrators or Assigns of the Survivor of them; or leave notice in writing for them or any of them, at the now Dwelling-house of the said J.M. in L. aforesaid, that they the said M.H. and J.H. their Heirs, Executors, Administrators or Assigns, or any of them, are minded to pay unto the said J.M. and E.H. their Executors, Administrators or Assigns, the said Sum of 1600 l. at the end of one year then next following; **And** also do and shall make true payment of the said 1600 l. of, &c. in Gold or Silver unto the said J.M. and E.H. their Executors, Administrators or Assigns, at or in the said common dyning Hall of, &c. aforesaid, at the end of one year next after such notice given or left as aforesaid, over and above the said half-yearly payment of the said Rent then to be due, and without any defalcation, &c. *prout supra*. **Or** if the said Sum of 1600 l. shall be well and truly paid at the end of one year after notice for payment thereof given or left by or on the behalf of the said J.M. and E.H. or either of them, or th' Executors or Administrators of the Survivor of them, as aforesaid, according to the true intent and meaning of the Covenant in that behalf herein before mentioned and contained for payment thereof; **And** also if the said yearly Rent of 120 l. shall be also in the mean time duly paid, and no part thereof arrear, due or unpaid at the time of the payment of the said Sum of 1600 l. That then, from and after any such payment made of the said 1600 l. as aforesaid, not only the said yearly Rent hereby reserved shall cease and not be paid; But also the said Indenture of Demise of all the said

faid Premiffes mentioned to be made by the faid *M. H.* and *J. H.* bearing date the faid, &c. day of this instant, &c. as aforefaid, fhall ceafe; determine and become, and be from thenceforth void, frustrate and of none effect; And that then alfo upon the delivery up unto the faid *J. M.* and *E. H.* their Executors, Adminiftrators or Affigns, of that part of the faid Indenture of Demife, and of thefe Prefents, which are fealed by the faid *J. M.* and *E. H.* to be cancelled, they the faid *J. M.* and *E. H.* their Executors, Adminiftrators and Affigns, fhall and will deliver up unto the faid *M. H.* and *J. H.* their Heirs, Executors or Adminiftrators, that part of the faid Indenture of Demife, and of thefe Prefents which are fealed by the faid *M. H.* and *J. H.*

And the Lessors will deliver up that part of the former Indenture and of thefe Prefents which are fealed by the now Lessees.

And the faid *J. M.* and *E. H.* for themfelves, their Executors, Adminiftrators and Affigns, and for every of them, do covenant, promife and grant to and with the faid *J. H.* his Executors, Adminiftrators and Affigns, by thefe Prefents, That he, the faid *J. H.* his Executors, Adminiftrators and Affigns, duly paying the faid yearly Rent herein before referred, and truly performing all the Covenants on his and their part and behalf to be performed, contained in thefe Prefents, and the faid Indenture of Demife before mentioned, fhall or lawfully may quietly and peaceably hold, occupy and enjoy the faid Manor, Lands and Premiffes without interruption of the faid *J. M.* and *E. H.* their Executors and Adminiftrators, and clear and free from all Incumbrances had, made or done by them the faid *J. M.* and *E. H.* their Executors, Adminiftrators or Affigns. In witnefs, &c.

Covenant that the Lessees fhall quietly enjoy under the Rents and Covenants.

Free from Incumbrances.

A general Letter of Attorney.

K Now all Men by thefe Prefents, That I, *J. F.* of, &c. one of the Sons of Sir *H. F.* deceased, have constituted, appointed, and in my place and stead put; And by thefe Prefents, *do constitute*, appoint, and in my place and stead put *He. Fr.* and *Fr. F.* of, &c. Brothers of me the faid *J. F.* to be my true and lawful Attorney and Attornies joyntly and feverally for me; and in my name, place and stead; and to my ufe, to ask, sue for, levy, require, recover and receive, All and all manner of Debts, Duties, Rent and Rents, Sum and Sums of Mone due, or hereafter to be due or payable unto me the faid *J. F.* by any perfon or perfons whomsoever, for any matter, caufe or thing whatsoever; And upon the Receipt thereof, in my name, or in their, or either of their own name or names, to make and give Acquittances or other Discharges for the fame; And alfo for me, and in my name and stead to enter and make any Entry or Entries into any Lands, Tenements or Hereditaments of me the faid *J. F.* or out of which any Rent or other Duty or Thing is or fhall be due unto me, and into any other Lands, Tenements or Hereditaments that do or may belong unto me by reafon of the non-payment of any Rent or Rents, or Sum or Sums of Mone due, or to be due unto me upon or by reafon of any Mortgage or Mortgages, Lease or Leases, Estate or Estates, Conveyance or Conveyances, or otherwise howsoever; And for me and in my name to receive and take all or any the Rents, Issues and Profits of all or any fuch Lands, Tenements or Hereditaments; And

to let, set or otherwise dispose of all such Lands, Tenements and Hereditaments, or any of them, and in such sort, manner and form as to my said Attorney or Attornies, or either of them, shall seem good; *And also* for me and in my name to take or cause to be taken any Distress or Distresses, and make or cause to be made any Avowry or Avowries, Conusance or Conusances of or for any such Distress or Distresses; *And* for me and in my name to commence or prosecute any Suit or Suits, Action or Actions, aswel real as personal or mixt, for any Debt, Duty, Matter, Cause or Thing whatsoever, due or belonging unto me, or to be demanded, or that may be demanded by me in any Court or Courts of Record, or in any other Court or Place whatsoever; and the same Actions and Suits and every of them to prosecute and follow, or to discontinue the same, or become non-suit therein, if they shall see cause. *And also* for me and in my name to use and take all such ways, courses, means and remedies for the recovering, receiving, having, obtaining or getting any Manors, Lands, Tenements, Rents, Hereditaments, Goods, Chattels, Debts, Duties, Sum or Sums of Mony, or other thing whatsoever, that is, are or shall be, or by my said Attornies, or either of them, shall be conceived or thought to be unto me belonging, appertaining, due, owing or payable in any wise whatsoever, as I my self may or might use or take if I were present in person; *And also* to appear, make answer and defend for me and in my name, in all manner of Actions and Suits whatsoever, which are or at any time hereafter shall be commenced, sued or taken against me the said J. F. by any person or persons whatsoever; *And for the better doing, acting, performing or executing* of all or any the Premises, I do hereby farther give unto my said Attornies or either of them joyntly and severally full power and authority to constitute, appoint, authorize, and in their place and stead put one or more Attorney or Attornies for me, and as my Attorney or Attornies, and to be my Attorney or Attornies, and the same at their pleasure again to revoke, and other or others in his or their place to substitute; And to do, execute, perform and finish for me and in my name all and singular things which shall be expedient and necessary in, about, for, touching or concerning the Premises or any of them, as thoroughly and wholly as I, the said J. F. might or could do in or about the same being personally present; *And whatsoever* my said Attornies or either of them shall do, or cause to be done in, about or concerning the Premises, I, the said J. F. do and shall ratifie, confirm and allow as fully and amply as if I my self were present, and did the same in my own person. In witness whereof, I, the said J. F. have hereunto put my Hand and Seal, the, &c. in the year, &c.

Defeasance of a Statute-Staple for payment of Mony on a Mortgage.

THIS Indenture made, &c. between T. A. of L. Esquire of the one part, and the Right Honourable W. Lord M. Baron M. of *Etainnes ad Jurrin* in the County of E. of th' other part; *Whereas* the said W. Lord M. by one Recognizance or Writing Obligatory, in nature of a Statute-staple bearing date the, &c. day of, &c. now last past, taken and
acknow-

acknowledged before *H.R.* Lord Chief Justice of the Court of, &c. is holden and firmly bound to the said *T.A.* in 3000 *l.* of, &c. payable as by the said Recognizance or Writing Obligatory may appear.

Now this Indenture witnesseth, That the said *T. A.* is contented and pleased, and doth by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree to and with the said *W. Lord M.* his Heirs, Executors, Administrators and Assigns, That if the said *W. Lord M.* his Heirs, Executors, Administrators, or any of them, do and shall well and truly pay, or cause to be paid unto the said *T. A.* his Executors, Administrators or Assigns, the full Sum of 1522 *l.* 10 *s.* of, &c. which in and by one Indenture bearing even date with these Presents, and mentioned to be made between the said *W. Lord M.* and *S. W.* of the County of, &c. of the one part; and *T.A.* of th' other part, is covenanted and agreed to be paid unto the said *T.A.* his Executors, Administrators or Assigns, at such day and place, and in such sort, manner and form as the said 1522 *l.* 10 *s.* is in and by the said Indenture covenanted and agreed to be paid, according to the true intent and meaning of the said Indenture in that behalf, That then the said Recognizance or Writing Obligatory shall be void, frustrate and of none effect to all intents and purposes. In witness, &c.

Defeasance of a Statute-Merchant, to perform Covenants in Indentures of Demise and Redemise. Vide fol. 44 & 46.

This Indenture made, &c. between *W. A.* of *G. I.* in the County of *M. Gent.* of th' one part; and *R. S.* of, &c. *T. S.* Son and Heir apparent of, &c. and *R.S.* younger Son of, &c. of th' other part; **Whereas** the said *R.S. T.S.* and *R.S.* by one Recognizance or Writing Obligatory, in nature of a Statute-merchant, bearing date, &c. last past before the date hereof, taken and acknowledged at, &c. before *A.T.* Gent. Mayor of the same Town and Borough, and before *R.M.* Esquire, deputed and assigned Clerk for the taking of Recognizances for Debts within the said Town and Borough of *W.* according to the form of Statutes-merchant, stand bound unto the said *W. A.* in 600 *l.* of, &c. payable as by the said Recognizance or Writing Obligatory may appear.

Now this Indenture witnesseth, That the said *W. A.* is contented and pleased; And doth by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree to and with the said *R.S. T.S.* and *R.S.* their Executors, Administrators and Assigns, and to and with every of them, *That if the said R. S. T.S. and R.S.* theirs Heirs, Executors, Administrators and Assigns, and every of them, do for their part well and truly pay, observe, perform, fulfil and keep *aswel all and singular the Payments, Covenants, Grants, Articles, Promises and Agreements* which on their part are to be observed, performed, fulfilled and kept, specified and contained in one pair of Indentures bearing date *ult. Julij* last past before the date hereof, mentioned to be made between the said *R.S. T.S.* and *R.S.* of the one part, and the said *W. A.* of th' other part; *As also* all and singular the Payments, Covenants, Grants, Promises and Agreements which on their part

part are to be observed, performed, fulfilled and kept, specified and contained in one other pair of Indentures bearing date the, &c. day of, &c. mentioned to be made between the said *W. A.* of the one part, and the said *R. S. T. S.* and *R. S.* of th' other part; That then the said Recognizance or Writing Obligatory shall be void, frustrate and of none effect, to all intents and purposes. In witness, &c.

Bill on the behalf of M. A. to discover Incumbrances upon a Demise and Redemise which, you find fol. 44 & 46.

Humbly complaining sheweth unto your Lordships, your Orator *W. A.* of *G. I.* in, &c. Gent. That *R. S.* of little *M.* in *Com. L.* Esq; and *T. S.* and *R. S.* Sons of the said *R. S.* pretending that they, or some or one of them were lawfully seised in fee, of and in the Manor or Lordship of little *M.* with the Rights, Members and Appurtenances thereof in the County of *L.* and of and in divers Messuages, Lands, Tenements and Hereditaments in little *M.* and *H.* in the said County; And that the said Manor and Premises was of the yearly value of 150 *l.* per annum at the least over and above all charges and reprises; And pretending also, that the same was free from all former or future Estates, Rights, Titles, Charges and Incumbrances whatsoever; And that they or some or one of them had good right and power to sell and convey away the same; They the said *R. S. T. S.* by the said *R. S.* their Agent did conclude and agree to and with your Orator for the securing of a yearly Rent of 50 pounds to be paid unto your Orator and his Assigns, during the life of your Orator, in consideration of a valuable Sum of Mony to be paid by your Orator for the same unto the said *R. S. T. S.* and *R. S.* or some or one of them; They the said *R. S. T. S.* and *R. S.* would convey and assure the said Manor and Premises unto your Orator, his Executors and Administrators, for and during the term of 99 years; And that your Orator should make a Redemise thereof unto the said *T. S.* and *R. S.* their Executors and Administrators, for and during the term of 98 years with reservation of the said yearly Rent of 50 *l.* to be paid on the second day of, &c. and the day of, &c. in every year during the said term, if your said Orator should so long live; And your Orator, not doubting but that the said *R. S. T. S.* and *R. S.* would have conveyed the same according to their Promise and Undertaking, did presently, upon the making of the said Agreement, make ready all the said Mony to have been paid upon the making of the said Assurance.

But now so it is, May it please your Lordships, That since the making of the said Agreement and Bargain your Orator hath been given to understand, and the said *R. S. T. S.* and *R. S.* do all of them very well know, that they have not, nor any of them hath any such Estate in the Premises as was pretended by them; Nor have they or any of them power to convey the same, according to the said Agreement; Neither are the same of such value as was pretended, for that two third parts of the said *M.* and Premises are seised for Recusancy; And also the said Manor and Lands are mortgaged or engaged to *S. E.* and others; And are otherwise so clogged, charged and incumbered with divers Leases, Estates,

Eftates, Conveyances, Grants, Mortgages, Rents, Judgments, Statutes, Recognizances, Seifures, and other Charges and Incumbrances as are well known unto them the faid R. S. T. S. and R. S. which will and do, in time, precede any Eftate that can be made thereof unto your Orator, whereby they are disabled to perform the faid Agreement, to the great prejudice of your Orator, having immediately after the faid Agreement provided all his faid Mony ready, which he hath been, and is still inforced to his hindrance to keep by him without any manner of employment.

In tender confideration whereof, and to the intent the faid R. S. T. S. and R. S. may discover upon their Oaths by way of Answer hereunto what Eftate they or any of them have in the faid Manor, Lands and Premiffes; And whether the fame be of the yearly value of 150 *l.* per annum, as is pretended; And if not, what the value thereof is; And what Eftates, Charges and Incumbrances the fame are liable unto; And particularly, for what Cause the fame are mortgaged or ingaged to the faid S. E. And what Monies are due and payable unto him the faid S. E. by reason thereof; And may be compelled either to clear and free the fame from the faid Mortgage, and all other Mortgages, Titles, Troubles, Charges and Incumbrances whatfoever; or otherwise to recompence your Orator for the Damage fufained by the not performing of the faid Agreement on their part.

May it please your Lordships to grant unto your Orator one or more Writ or Writs of *Subpœna* to be directed unto them the faid R. S. T. S. and R. S. commanding them, and every of them thereby at a certain day and under a certain pain therein to be limited, personally to be and appear before your Lordships in the Honourable Court of Chancery, &c.

Assignment of a Mortgage Lease for 20 Years from S. E. to W. A. who had purchased an Annuity out of the Premiffes for his Life by Demife and Redemife. Vide fol. 44 & 46.

This Indenture made, &c. between J. E. of, &c. of th' one part; and W. A. of, &c. of the other part; ~~Whereas~~ by one Indenture bearing date, &c. made or mentioned to be made between R. S. of little M. in Com. L. Esquire, and T. S. Son and Heir apparent of, &c. of the one part; and J. E. of, &c. of th' other part; ~~They~~ the faid R. S. and T. S. for the Confideration therein mentioned, *did grant*, bargain and fell, or did make mention to grant, bargain and fell unto the faid J. E. his Executors, Administrators and Affigns, *All that* Manor of little M. with the Rights, Members and Appurtenances thereof, and all and every the Houfes, Edifices, Buildings, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Rents and Hereditaments whatfoever to the faid Manor or Lordship of little M. belonging or appertaining, or therewith used, occupied and enjoyed, or accepted, reputed or taken to be part, parcel or member thereof; And also all that Water-corn-mill with th' Appurtenances in little M. aforefaid, with the Soke, Suit, Mulcture, Streams and Profits thereunto belonging, or therewith used and enjoyed as part, parcel or member thereof; And all and every the Mefluages, Houfes, Edifices, Buildings, Mills, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Waftes, Waste-grounds, Commons, Royalties, Priviledges,

Recital of the Mortgage.

ledges, Emoluments, Jurisdictions, Profits, Commodities and Hereditaments whatsoever, situate, lying and being in the Towns, Townships, Villages, Hamlets or Precincts of little *M.* aforesaid, and *H.* or either of them, whereof or wherein the said *R.S.* and *T.S.* or either of them, then or theretofore had any Estate of Inheritance in Possession, Reversion or Remainder; And all that free Piscary in the Waters of *R.* **To have and to hold** the said Manor or Lordship of little *M.* Houses, Edifices, Buildings, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, unto the said *J.E.* his Executors, Administrators and Assigns, from the Feast of, &c. then last past before the date of the said Indenture, unto the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended; As in and by the said Indenture (relation being thereunto had) more plainly, &c.

The same now
assigned.

Now this Indenture witnesseth, That the said *J.E.* for and in consideration of the Sum of 200 *l.* of, &c. to him in hand paid by the said *W.A.* at or before the Sealing and Delivery of this present Indenture; The Receipt whereof the said *J.E.* doth hereby acknowledge; And thereof, &c. *Hath* bargained, sold, assigned and set over; And by these Presents, doth, &c. *All that* the said Manor or Lordship of little *M.* with the Rights, Members and Appurtenances thereof, and all and every the Messuages, Lands, Tenements and Hereditaments whatsoever, which in and by the said Indenture, bearing date, &c. were granted, bargained and sold unto the said *J.E.* his Executors, Administrators and Assigns; And also all the Estate, Right, Title, Interest, Term of years, Property, Claim and Demand whatsoever of him the said *J.E.* of, in and to the said Manor or Lordship, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, and of, in and to every or any part or parcel thereof; **To have and to hold** the said Manor or Lordship, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances unto the said *W.A.* his Executors, Administrators and Assigns, for and during all the rest and residue of the said term of 21 years yet to come and unexpired.

Covenant
done, no Act
to incumber
the Premises.

And the said *J.E.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *W.A.* his Executors, Administrators and Assigns, by these Presents, That he, the said *J.E.* hath not done, or willingly and wittingly suffered to be done any act or thing whereby the said Manor or Lordship, Messuages, Lands, Tenements, Hereditaments and Premises or any of them, are or may be impeached, charged or incumbered in Title, Charge, Estate or otherwise. In witness, &c.

An Indenture after a Purchase giving the Vendor liberty to redeem.

This Indenture made, &c. between *J.W.* of, &c. of the one part; and the Right Honourable *W.* Lord *P.* of the other part; **Whereas** by one Indenture bearing date the, &c. day of, &c. And by one other Indenture bearing even date with these Presents, both of them made between

between the said *W. Lord P.* of th' one part; and the said *J. W.* of the other part; The said Lord *P.* for the consideration of — pounds of, &c. therein mentioned; *hath granted, bargained, sold and conveyed,* or made mention to grant, bargain, sell and convey unto the said *J. VV.* his Heirs and Assigns; *All that* the Manor or Lordship of *K.* and *K.* otherwise called, &c. with th' appurtenances set, lying, and being in *K. F. S. E.* and *N.* in the Counties of *C.* and *S.* together with the Advowson and Patronage of the Parsonage of *K.* and other Hereditaments in the said Indenture mentioned; And also all other the Manors, Messuages, Lands, Tenements and Hereditaments whatsoever of him the said Lord *P.* or whereof or wherein he ever had any manner of Estate of Inheritance or Freehold in Possession, Reversion or Expectancy, situate, lying, being; coming, growing, happening or arising within the Towns, Fields, Parishes, Hamlets, Precincts or Territories of *K. F. S. E.* and *N.* aforesaid, or in any of them, or elsewhere in the said Counties of *C.* and *S.* or in either of them; As in and by the said Indenture, (relation, &c.)

Recital of the Deeds of purchase.

Now this Indenture witnesseth, That it is covenanted, granted, concluded and agreed by and between the said parties to these Presents; And the said *J. VV.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *W. Lord P.* his Heirs and Assigns, by these Presents, That if the said *W. Lord P.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said *J. VV.* his Executors or Administrators, the full Sum of — pounds of, &c. upon the — day of *M.* next ensuing the date of this present Indenture, at at or in the common dyning Hall of, &c. That then he the said *J. VV.* his Heirs or Assigns, shall and will at any time within one year next after such Payment made as aforesaid, at and upon the reasonable request and proper costs and charges in the Law of the said *VV. Lord P.* his Heirs or Assigns, well and sufficiently convey and assure unto the said *W. Lord P.* his Heirs and Assigns, by such good and sufficient Conveyances and Assurances as the said *VV. Lord P.* his Heirs or Assigns, or his or their Council Learned in the Law shall be reasonably devised or advised; All and singular the said Manors, Lordships, Lands, Tenements, Hereditaments and Premises whatsoever, which in and by the said recited Indentures or either of them are conveyed unto the said *J. VV.* and his Heirs, as aforesaid, free and clear from all Incumbrances had, made or done or to be had, made or done by the said *J. VV.* his Heirs or Assigns.

Covenant that the Vendor paying such a sum the Vendee will reconvey within one year after such payment.

And yet nevertheless it is hereby declared and fully agreed by and between the said parties to these Presents, for them and their Heirs, That the said Conveyances made by the said Lord *P.* to the said *J. W.* as aforesaid, or these Presents were not, nor are intended, nor shall be taken or construed to be in the nature of a Mortgage or Security for Money in any wise, or to give any equitable Right, Trust or Liberty of Redemption of the Premises unto the said Lord *P.* or his Heirs; Neither shall the said *J. W.* or his Heirs or Assigns be any way accountable for the Profits of the said Manors, Lands and Premises unto the said *W. Lord P.* his Heirs or Assigns, in case he or they shall make payment of the said sum of — pounds at the day and place before mentioned; Neither shall the said Lord *P.* his Heirs, Executors or Administrators, be any way compellable in Law or Equity to pay the said Money, the same being left, to his and their free choice whether he or they will pay the same

Free from Incumbrances.

Yet 'tis declared the former Conveyances shall not be taken to be in the nature of a Mortgage.

Nor the Vendee be accountable for the profits if the money be paid.

Nor the Vendor be compellable to pay it.

The Purchase money is the full value of the Premises and not money lent.

Only the Vendors shall have election to have again on payment at such a day but not after.

And if not paid at the day the Vendor shall then release all Interest in Law or Equity.

If not paid this Indenture shall be delivered up.

And thereupon the Purchaser will seal a Covenant not to take advantage of a breach of Covenant in the purchase Deed in respect of an Incumbrance on the Premises.

or not. And in case he or they shall not pay the same upon the said—day of—now next ensuing, Then the said J. W. his Heirs, Executors or Administrators, shall not be compellable to accept the same, nor to make any Reconveyance at all of the said Manor, Lands and Premises; It being agreed between the said parties and hereby acknowledged by the said Lord P. that the said Sum of—pounds paid by the said J. W. is the full and true Value of the said Manor and Lands, and not Money lent, but paid by the said J. for the absolute purchase thereof. Only it is agreed, That the said Lord P. his Heirs or Assigns shall have an Election and Power to have it again, if he or they shall pay the said Sum of—pounds at the place aforesaid, upon the said, &c. day of M. next ensuing the date hereof, but shall not have liberty to pay the same at any other time; And in case the said Lord P. or his Heirs, Executors or Administrators, shall not pay the said Sum of—pounds, at the day and place aforesaid; Then he, the said Lord P. doth for himself and his Heirs hereby disclaim all Suits in Equity; Neither shall nor will he or they be relievable in any Court or Courts of Equity or elsewhere concerning the Premises, nor seek to have again the said Manor or Lands, or Account for the Profits thereof; But he the said W. Lord P. his Heirs and Assigns, upon the request, and at the costs and charges in Law of the said J. W. his Heirs or Assigns, after the said, &c. day of M. in case the said Sum of, &c. pounds be not then paid, shall and will make such farther Release or other Conveyances for the absolute releasing all his and their Right, Title and Interest in Law or Equity of, in and to the Premises, unto the said J. W. his Heirs or Assigns, as by the said J. W. his Heirs or Assigns, or his or their Council Learned in the Law shall be reasonably required.

And it is farther agreed by and between the said parties to these Presents, That if the said Money be not paid upon the said, &c. day of M. next; That then this present Indenture, under the Hand and Seal of the said Lord P. shall be delivered up unto the said J. W. his Heirs or Assigns to be cancelled; And that then be the said J. W. his Heirs or Assigns shall and will, upon such delivery up to him or them of this present Indenture to be cancelled, seal and deliver unto the said Lord P. his Heirs, Executors, Administrators or Assigns a Covenant, That he the said J. W. his Heirs or Assigns, shall not nor will take any advantage of the breach of any Covenant in the said recited Indenture contained, for or in respect only of the Sequestration of two parts of the said Manor, Lands and Premises, for the Recusancy of the said Lord P. In witness, &c.

Another Bill to discover Incumbrances upon a Conveyance and Reconveyance. See the like fo. 54.

Humbly complaining, sheweth unto your Lordships, your Orator, R. A. of, &c. That H.S. the elder of E. in the County of O. and H.S. the younger, eldest Son of the said H.S. th' elder, pretending that they or one of them were lawfully seised in their or one of their Demesne of a good, perfect and absolute Estate of Inheritance in Fee simple of

of and in the Manor and Lordship of *E.* in the County of *O.* with the rights, members and appurtenances thereof, and of and in divers Messuages, Lands, Tenements and Hereditaments to the said Manor or Lordship belonging or appertaining; And of and in divers other Messuages, &c. situate, lying, &c. within the several Parishes, &c. of *E.C.P.* and *C.* or some of them in the said County of *O.* And that the said Manor, Lands and Premises were of such yearly value as was mentioned in a particular — thereof dated the, &c. day of *M.* &c. subscribed with the hand of the said *H. S.* the elder and delivered unto your Orator over and above all charges and reprises whatsoever issuing and going out of the same; And that the same were free of and from all manner of Estates, Rights, Titles, Charges and Incumbrances whatsoever, save only one Lease by Indenture, bearing date the, &c. day of, &c. made by the said *H. S.* th' elder and *H. S.* the younger, unto *P.P.* Spinster, for security of 400 *li.* therein mentioned, and interest for the same; And pretending also that they the said *H. S.* the elder and *H. S.* the younger had full power and authority in themselves to sell or convey away the said Manor, Lands and Premises; They did lately, about a month since, promise, conclude and agree to and with your said Orator, that they and the said *P. P.* for the consideration of 1500 *l.* to be paid by your said Orator, would convey their several Estates and Interests unto your Orator, or such as he should appoint upon your Orators Covenant, to reconvey the same upon the repayment of his said Mony and Interest for the same at the rate of 7 *l. per Centum*, at certain days and times between them and your Orators agreed upon; And your Orator not doubting but that the said *H.S.* th' elder and *H.S.* the younger would have conveyed the same accordingly, your Orator did provide all the said Mony ready to be paid down upon the making the said Assurances.

But now so it is, May it please your Lordships, That your Orator expecting to have the said Agreement truly performed, your Orator hath since been informed, and hath cause to suspect, the said *H.S.* th' elder and *H.S.* the younger, or one of them, or one *R. D.* who hath some Estate therein in trust for them or one of them, have so clogged and incumbered the said Manor, Lands and Premises, with divers Statutes, Judgments, Recognizances, Mortgages, Leases, Estates, Rents, Charges, Seizures and Extents upon Utlaries and other Incumbrances, or the said Manor, Lands and Premises are otherwise subject to Incumbrances well known to the said *H.S.* th' elder and *H.S.* the younger, which will and do, in time precede any Estate that can be made thereof unto your Orator, whereby the said *H. S.* th' elder and *H. S.* the younger are altogether disabled to perform the said Agreement to the great prejudice of your Orator, having immediately after the said Agreement, provided all the said Mony, which he hath been and is forced to keep by him without any manner of employment.

In consideration whereof, and to the intent the said *H. S.* th' elder and *H.S.* the younger may by their answers hereunto truly discover and set forth what Estates they or any other person or persons have in the said Manor, Lands and Premises, and what Judgments, Statutes, Recognizances, Charges, Rents, or other Incumbrances the said Manor, Lands and Premises are liable unto or chargeable with either by their act or by the act of any other, or otherwise howsoever; And may set forth the true yearly value thereof above all charges and reprises; And what

charges and reprints in particular are issuing and going out thereof; And may farther answer all and singular the Premises; And may be compelled either to clear the same of all Incumbrances, and to make a good and clear Estate thereof unto your Orator and such as he shall appoint, according to the said agreement, or otherwise, to give your Orator satisfaction for his damage sustained, and to relinquish the said agreement.

May it please your Lordships, &c.

See the like
f. 265.

Mortgage by Assignment of a former Mortgage, upon taking up the Money elsewhere to pay off the former Mortgage.

Recitals:
First, of the
Mortgage.

This Indenture made, &c. between the Right Honourable *W. Lord M. of, &c. and S.W. of, &c.* of th' one part; and *T. A. of, &c.* of th' other part; **Whereas** the said *W. Lord M.* by Indenture tripartite dated, &c. made between the said *W. Lord M.* of the first part; *N. W.* of the County of *L.* Merchant, *C. P.* of the middle Temple *L.* Esquire, and *R. B.* of *L.* aforesaid Merchant, of the second part; and *E. E.* of the middle Temple aforesaid Esquire, now one of the Masters of the Chancery, and *J. A.* of the middle Temple aforesaid Gent. of the third part; for the Considerations therein mentioned, did grant, bargain and sell, or mention to grant, bargain and sell unto the said *N. W. C. P.* and *R. B.* their Executors, Administrators and Assigns, **All that** the Lordship, Manor or Farm of *R.* in *T.* in the said County of *E.* with all the rights, members and appurtenances thereunto belonging, and all other the Lands, Tenements and Hereditaments heretofore in the tenure or occupation of *T. W.* &c. with divers other Messuages, Lands, Tenements and Hereditaments in the said recited Indenture specified; **To have and to hold** the said Manor, Farm and Premises for the term of 500 years from the making of the said Indenture, under a certain Proviso or Condition therein mentioned; As by the said recited Indenture may fully more appear.

Secondly, Of
an Assignment
thereof by the
Mortgagees.

And whereas by one other Indenture tripartite bearing date the, &c. and mentioned to be made between the said *Lord M.* of the first part, the said *N. W. C. P.* and *R. B.* of the second part, and *R. P. C.* and *W.* of *L.* of the third part; the said *N. W. C. P.* and *R. B.* at the desire of the said *Lord M.* and for the Consideration in the said Indenture specified, did assign and set over unto the said *R. P.* his Executors and Administrators, the aforesaid Manor and Farm, and all other the Messuages, Lands, Tenements and Hereditaments bargained and sold to them the said *N. W. C. P.* and *R. B.* or any of them in or by the said recited Indenture, with their and every of their rights, members and appurtenances; And all the Estate, Right, Title, Interest, Term of years, and Demand whatsoever of them the said *N. W. C. P.* and *R. B.* in and to the Premises and every part of the same; **To have and to hold** to the said *R. P.* his Executors, Administrators and Assigns, from the date of the said last recited Indenture, for all the remaining term of 500 years then to come and unexpired, under the Proviso and Condition therein likewise mentioned.

Confirmed by
the Mortgagor

And the said Lord M. did farther, by the said recited Indenture of the, &c. grant and confirm unto the said *R. P.* his Executors and Administrators,

nistrators, the said Manor and Farm and other the said Premises for the aforesaid term of 500 years, to be accompted from the said, &c. day of, &c. then last past; As in and by the said several Indentures (relation being thereunto had) may fully, &c. appear.

And whereas Sir R. E. of VV. in the County of E. Baronet, and R. M. of D. in the said County of E. Esquire, by their Deed-poll bearing date the same date with the said last recited Indenture, at the like desire and by the request of the said Lord M. did ratifie and confirm the Estate and Interest of the said R. P. in the Premises, under the Condition in the said last recited Indenture expressed; As by the said Deed-poll (relation being thereunto had) more plainly appeareth.

Confirmed likewise by two others.

And whereas by one other Indenture bearing date the, &c. made between the said Lord M. and R. P. of the one part, and the said S. VV. party to these Presents, of the other part; The said R. P. at the desire of the said W. Lord M. and for the Consideration in the said Indenture specified, did grant, assign and set over unto the said S. VV. his Executors and Administrators, the aforesaid Manor and Farm, and all other the Messuages, Lands, Tenements and Hereditaments mentioned in the said several recited Indentures to be respectively granted, assigned and set over unto the several persons therein respectively named, with their and every of their rights, members and appurtenances, together with the said several Indentures of Grant and Assignment, and the said Deed of Confirmation, and all other Deeds and Writings which in any sort concern the same, and were then in the possession of the said R. P. And all the Estate, Right, Title, Interest, Term of years and Demand whatsoever of him the said R. P. of, in and to the Premises and every part of the same. **To have and to hold** the said Manor, Farm and Premises with their and every of their rights, members and appurtenances, to the said S. VV. his Executors, Administrators and Assigns, from the day before the date of the said Indenture for and during all the remaining term of 500 years then to come and unexpired.

Thirdly, Of a further Assignment thereof.

And whereas the said VV. Lord M. did also, by the same Indenture, grant, bargain, sell and confirm unto the said S. VV. his Executors and Administrators the aforesaid Manor and Farm, and all other the before bargained and assigned Messuages, Lands, Tenements and Hereditaments, during the remainder and remaining term of 500 years so assigned by the said R. P. unto the said S. VV. as aforesaid; As in and by the said last recited Indenture (relation being thereunto had) more plainly, &c. appear.

Confirmed by the Mortgagor

Now this Indenture witnesseth. That the said S. VV. at the desire and by the consent of the said W. Lord M. witnessed by his being party to these Presents, and by his sealing and delivering one part thereof; And in consideration of the full Sum of 1500 l. of, &c. to him the said S. W. in hand paid by the said T. A. at or before the Sealing and Delivery of this present Indenture; the Receipt whereof the said S. W. doth hereby acknowledge; And for divers other good Causes and Considerations him the said S. VV. thereunto moving, *Hath granted, assigned and set over*, and, by these Presents, doth grant, assign and set over unto the said T. A. his Executors and Administrators *the aforesaid Lordship, Manor and Farm of R. aforesaid*, with all the rights, members and appurtenances thereunto belonging; And all other the Messuages, Lands, Tenements and Hereditaments mentioned and expressed in the said

Now assigned.

said several recited Indentures or any of them to be respectively granted, assigned and set over unto the several persons therein respectively named, with their and every of their Rights, Members and Appurtenances, together with the said several Indentures of Grant and Assignment, and the said Deed of Confirmation; And all other Deeds and Writings which in any sort concern the same, and are now in the possession of the said *S. VV.* And all the Estate, Right, Title, Interest, Term of years and Demand whatsoever of him the said *S. VV.* of, in and to the Premises and every part of the same; **To have and to hold** the said Lordship, Manor, Farm and Premises, with their and every of their Rights, Members and Appurtenances, to the said *T. A.* his Executors, Administrators and Assigns, from the day before the date of these Presents for and during all the rest and residue of the said term of 500 years yet to come and unexpired.

Covenant by the Assignor that the Assignee shall quietly enjoy.

And the said *S. VV.* for himself, his Heirs, Executors and Administrators and for every of them doth covenant promise and grant to and with the said *T. A.* his Executors, Administrators and Assigns, by these Presents, That he the said *T. A.* his Executors, Administrators and Assigns, shall or lawfully may from time to time and at all times hereafter, during the said time hereby assigned or mentioned to be assigned, quietly and peaceably have, hold, possess and enjoy all and singular the said Lordship, Manor, Farm and Premises, free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all and all manner of Charges, Estates and Incumbrances whatsoever, had, made, done or willingly suffered by him the said *S. VV.* or any claiming under him or by or with his privity or consent.

Free from Incumbrances by him, &c.

Covenant by the Mortgagor to pay the Money.

And the said *VV. Lord M.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *T. A.* his Executors and Administrators by these Presents, That he, the said *VV. Lord M.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *T. A.* his Executors, Administrators or Assigns, the full sum of, &c. of lawful Money of *England*, upon the, &c. day of, &c. next ensuing the date hereof; at or in the now dwelling-house of the said *T. A.* situate in *F. L.* without any defalcation, deduction or abatement of any thing for any Taxes, Charges, Assessments, or other matter or thing whatsoever ordinary or extraordinary.

Covenant by the Assignee of the Mortgage to assign upon receipt of his money.

And it is hereby covenanted, granted, concluded and agreed by and between the said parties to these Presents, and the said *T. A.* for himself, his Executors Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *VV. Lord M.* his Heirs, Executors, Administrators and Assigns, by these Presents, That if the said *W. Lord M.* his Heirs, Executors, Administrators or Assigns, or any of them, shall make true payment of the said sum of, &c. pounds herein before covenanted to be paid at the day and place herein before appointed for payment thereof; That then he, the said *T. A.* his Executors, Administrators and Assigns, shall and will at the request, costs and charges of the said *W. Lord M.* his Heirs or Assigns, assign over and convey all his remaining Estate in the Premises to the said *W. Lord M.* his Executors or Administrators, or to such person or persons as the said *W. Lord M.* his Executors or Administrators shall direct or appoint, freed of

of and from all Incumbrances done or suffered by the said *T. A.* his Executors, Administrators or Assigns.

And farther also, That until default shall be made in the payment of the Mony herein before covenanted to be paid, or of some part thereof, he, the said *T. A.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *W. Lord M.* his Heirs and Assigns, to receive and take all the Rents and Profits of the said Manor, Farm and Premises, without interruption of him the said *T. A.* his Executors, Administrators or Assigns, or any account to be made to him for the same.

To permit the Mortgagor to enjoy till default in payment.

And the said *W. Lord M.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant to and with the said *T. A.* his Executors, Administrators and Assigns, by these Presents, That all the Tenants and Occupiers of all the said Manor, Farm, Lands and Premises, shall and will attorn and become Tenants unto the said *T. A.* his Executors or Administrators, within one month next after any default of payment made by the said *W. Lord M.* his Heirs, Executors or Administrators, of the Sums of Mony agreed, by these Presents, to be paid unto the said *T. A.* his Executors, Administrators or Assigns.

Mortgagor covenants that the Tenants shall attorn within one month after default in payment.

And the said *W. Lord M.* doth farther, by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and grant to and with the said *T. A.* his Executors, Administrators and Assigns, by these Presents, That at the time of the Sealing and Delivery of these Presents the said Manor, Farm, Lands and Premises are free of and from all manner of Incumbrances whatsoever which may any way encumber the same or any part thereof in Title, Charge, Interest, Estate or otherwise.

And that the Premises are now free from Incumbrances.

And that in case any failer shall be in payment of the said Sum of &c. pounds, or any part thereof, at the day or place herein before appointed for payment thereof, That then and from thenceforth the said *T. A.* shall and may quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said Manor, Farm, Lands and Premises, and take the Profits thereof, without the lett, trouble, interruption, eviction or ejection of him the said *W. Lord M.* his Heirs or Assigns, or of any other person or persons whatsoever.

If the mony not paid the Assignee shall quietly enjoy.

And that then also, in case of such failer of Payment, he, the said *W. Lord M.* his Heirs and Assigns, and all and every other person or persons whatsoever, any Estate having or lawfully claiming of, in or to the Premises or any part thereof, shall and will at and upon the request, costs and charges of the said *T. A.* his Executors, Administrators or Assigns, do and cause to be done all such acts and things for the farther assuring and conveying of the said Manor, Farm and Premises to the said *T. A.* his Executors, Administrators and Assigns, for all the remainder of the said term of 500 years; As by the said *T. A.* his Executors, Administrators or Assigns, or his or their Council Learned in the Law shall be reasonably devised, advised or required, In witness, &c.

And the Mortgagor will then make further assurance.

Mortgage

Mortgage of Houses by demise of 500 years.

This Indenture made the, &c. between J. B. C. and P. of L. and J. B. of, &c. of th' one part; E. B. of L. Widow, of the other part; Witnesseth, That the said J. B. and J. B. for and in consideration of the Sum of, &c. to them in hand paid by the said E. B. at or before the Sealing and Delivery of this present Indenture, the receipt whereof the said J. B. and J. B. do hereby acknowledge, and thereof and of every part and parcel thereof do clearly and absolutely acquit, exonerate and discharge the said E. B. her Executors and Administrators for ever, by these Presents; Have demised, granted, bargained and sold, and, by these Presents, do demise, grant, bargain and sell unto the said E. B. her Executors and Administrators, *All that great Messuage or Tenement, with th' Appurtenances, commonly called or known by the name of S. situate, lying and being, &c. And All those two little Messuages and Tenements, with their Appurtenances, lying and being on the back-side of the said great Messuage and Tenement; And all Houses, Orchards, Yards, Gardens, Back-sides, Lights, Easements, Waters, Waies, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Messuages and Tenements, or any of them belonging or in any wise appertaining, or therewithal commonly used, occupied or enjoyed as part, parcel or member thereof, or of any part thereof; And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises with their Appurtenances; To have and to hold the said Messuages, Tenements and Premises, with their Appurtenances, unto the said E. B. her Executors, Administrators and Assigns, for and during the Term of 500 years from henceforth next ensuing and fully to be complete and ended.*

Habend.

Quere the Reddend.

Proviso.
The party to hold the Mony several years paying the Interest half yearly.

Provided always, And upon this Condition nevertheless. That if the said J. B. and J. B. or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said E. B. her Executors, Administrators or Assigns, or any of them; at or in the now dwelling-house, &c. the full sum of 128 *li.* and 15 *s.* of lawful, &c. in Gold or Silver, upon the, &c. day of, &c. which shall be in the year of our Lord God, &c. And also the full Sum of 3 *li.* and 15 *s.* of like Mony, every half year (*viz.*) upon every, &c. day of, &c. and, &c. in every year until the said, &c. day of, &c. in the said year of our Lord God, &c. The first of the said half-yearly payments to be made on the, &c. day of, &c. next ensuing the date hereof; And all the said payments to be made at the place of payment before mentioned fully and intirely and without any abatement, deduction or defalcation of any thing for or in respect of any Taxes, Charges, Payments or Assessments issuing out of or charged or imposed upon, or to be issuing out or charged or imposed upon the said Messuages, Tenements and Premises, or any part or parcel thereof, or upon the said several Sums of Mony, or any part thereof, or by reason thereof, by any Order, Ordinance or Act or Acts of Parliament, or otherwise howsoever; That then, from and immediately after the said last payment made, this present Indenture and all and every the Term and Estate thereby made and granted or mentioned

tioned to be made or granted shall cease, determine, and become, and be void, frustrate and of none effect to all intents and purposes.

And the said J. B. and J. B. for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, do covenant, promise and grant to and with the said E. B. her Executors, Administrators and Assigns, by these Presents, That they, the said J. B. and J. B. or one of them, their or one of their Heirs, Executors, Administrators or Assigns, shall and will without any defalcation, deduction or abatement of any thing for or in respect of any Taxes, Charges, Payments or Assessments, as aforesaid, well and truly pay or cause to be paid unto the said E. B. her Executors, Administrators or Assigns, or some of them, at the place of payment before mentioned the said Sum of 128 l. and 15 s. of lawful, &c. in Gold or Silver upon the said, &c. day of, &c. And also the full Sum of 3 l. and 15 s. of like Money every half-year (*viz.*) upon every, &c. day of, &c. in every year, until the said, &c. day of, &c. in the said year of, &c. The first of the said half-yearly payments to be made on the, &c. day of, &c. next ensuing the date hereof, as aforesaid.

Covenant
joynt by the
two Mort-
gagors to pay
the Mony.

And the said E. B. for herself, her Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said J. B. and J. B. their Heirs and Assigns, by these Presents, that until some default shall be made of or in payment of the said Monies herein before covenanted to be paid, or of some part thereof, she the said E. B. her Executors, Administrators and Assigns shall and will permit and suffer the said J. B. and J. B. their Heirs and Assigns, peaceably and quietly to have, hold and enjoy the said Messuages, Tenements, Hereditaments, and all and singular other the Premises, hereby demised or mentioned to be demised, with their and every of their Appurtenances; And the Rents, Issues and Profits of them, and every of them to their own use and uses, without the let, suit, trouble, interruption, eviction or ejection of her the said E. B. her Executors, Administrators or Assigns, and without any account to be given unto her the said E. B. her Executors, Administrators or Assigns, for or concerning the same.

By the Mort-
gagee to per-
mit them to
enjoy till de-
fault in pay-
ment.

And the said J. B. and J. B. for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, do jointly and severally covenant, promise and grant to and with the said E. B. her Executors, Administrators and Assigns, by these Presents, That they, the said J. B. and J. B. have, or one of them hath good right, lawful and absolute power and authority in themselves or in one of them, to demise, grant, bargain and sell the said Messuages, Tenements, Hereditaments, and all and singular other the Premises hereby demised or mentioned to be demised, and every part and parcel thereof, with their and every of their Appurtenances, unto the said E. B. her Executors, Administrators and Assigns, for and during all the said term of 500 years, and in manner and form aforesaid.

Covenant by
the Mortga-
gors power to
demise joint-
ly and severally.

And that if default shall happen to be made of or in payment of the said Monies herein before covenanted to be paid, or of any part thereof, at any of the times herein before limited for payment thereof, That then and from thenceforth it shall and may be lawful to and for the said E. B. her Executors, Administrators and Assigns, into all and singular the Premises, and into every part and parcel thereof to enter, and the same from thenceforth for and during all the then rest and residue of the

That the Mort-
gagee shall
quietly enjoy
after default in
payment.

Free from Incumbrances.

Except one Lease the Rent whereon reserved, shall continue payable to the Mortgagee after forfeiture.

Further assurance after forfeiture.

Except by the Lessees.

said term of 500 years peaceably and quietly to hold and enjoy ; And all and every the Rents, Revenues, Issues, Profits and Commodities thereof, and of every part and parcel thereof, coming, arising and growing, to have and take, without any manner of denial, let, suit, trouble, hindrance, interruption, eviction or ejection of or by the said J. B. and J. B. or either of them, their or either of their Heirs or Assigns ; and without the lawful let, suit, trouble, interruption, eviction or ejection of or by any other person or persons whatsoever ; And free and clear, and freely, clearly and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Joyntures, Dowers, Intails, Leases, Mortgages, Estates, Titles, Rents, Arrerages of Rents, Judgments, Statutes, Recognizances, Debts, Executions, Extents, Troubles, Forfeitures, Sequestrations, Seisures, Decrees, Charges and Incumbrances whatsoever ; Saving and except one Lease by Indenture, bearing date, &c. made by J. B. late Father of the said J. B. and by the said J. B. unto G. G. of the said Messuages, Tenements and Premises for the term of 21 years from the Feast of the Nativity, &c. last past before the date of the said Indenture, under the yearly Rent of 20 l. yearly payable during the said term ; Which said Rent of 20 l. from and after default of payment of any of the said Sums of Mony above mentioned shall continue due and payable unto the said E. B. her Executors, Administrators and Assigns, yearly during the then rest and residue of the said term of 21 years.

And the said J. B. and J. B. do farther also by these Presents for themselves, their Heirs, Executors, Administrators and Assigns, covenant, promise and agree to and with the said E. B. her Executors, Administrators and Assigns, That if any default shall happen to be made of or in payment of the said Monies, or any part thereof, herein before covenanted to be paid at any of the said days herein before appointed for payment thereof ; That then, at any time after such default made, they the said J. B. and J. B. their Heirs and Assigns, and all and every other person and persons any Estate having or lawfully claiming of, in, to or out of the said Messuages, Tenements, Hereditaments and Premises (other than the Persons and Lessees whose Estates and Interests are herein before excepted for and in respect only of the same Leases and Estates so excepted, and not otherwise) shall and will, at the reasonable request and proper costs and charges in the Law of the said E. B. her Executors, Administrators or Assigns, make and do all and every such act and acts for the farther and more perfect assuring and conveying of the said Messuages, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said E. B. her Executors, Administrators and Assigns, for and during the term hereby granted or mentioned to be granted ; Be it by Fine or Fines *Sur Concessit* or *Sur Conssans de droit*, &c. Deed or Deeds, Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said ways and means or by any other ways and means in the Law whatsoever ; as by the said E. B. her Executors, Administrators or Assigns, or by her or their Council learned in the Law shall be reasonably devised, advised or required. In witness whereof, &c.

A Security or Deed to levy a Fine.

This Indenture tripartite made, &c. between the Right Honourable J. Lord P. of, &c. and Dame M.C. of, &c. of the first part; Sir J. G. of, &c. of the second part; and R.W. of, &c. of the third part; Witnesseth, That for the full satisfaction of a great Debt due to the said Lady C. for which the Borough, Manor, Barton and Demesnes of B. herein after mentioned, were by former Conveyances by Sir B. G. Father of the said Sir J. G. conveyed in Mortgage to J. late Lord P. and the said now Lord P. and their Heirs in Trust for the said Lady C. And for the performance of an Award made the day of, &c. now last past by J. A. and T. P. Esquires, touching the said Mortgage; It is hereby covenanted, granted, concluded and agreed by and between all and every the said Parties to these Presents, for them and their Heirs; And the said J. Lord P. Dame M.C. and Sir J. G. for them and their Heirs, do covenant and grant to and with the said R.W. his Heirs, Executors, Administrators and Assigns, by these Presents, That they the said J. Lord P. Dame M.C. and Sir J. G. or their respective Heirs, shall and will, before the end of E. Term, now next ensuing the date hereof, acknowledge and levy in due form of Law *one Fine, Sur Conuſance de Droit come ceo*, &c. to be ingrossed, recorded and sued forth with Proclamations, according to the Statutes in that case made and provided, and the usual course of Fines with Proclamations in such cases used, unto the said W. R. and his Heirs, Of all that the Borough, Manor, Barton and Demesnes of B. in the County of D. with the Rights, Members and Appurtenances thereof; And of all Messuages, Mills, Lands, Tenements, Rents, Reversions, Services, Courts, View of Frankpledge, Liberties, Privileges, Profits, Commodities and other Hereditaments whatsoever to the said Borough, Manor, Barton and Demesnes or any of them belonging or appertaining, or as part or parcel thereof used, enjoyed, reputed or taken, with their and every of their Appurtenances; And of all other the Messuages, Lands, Tenements and Hereditaments, now or at any time heretofore the Inheritance of the said Sir J. G. in B. aforesaid; By such apt and convenient name and names, numbers of Messuages and Acres, quantities and qualities of Land, and other things as shall be fit and requisite.

And it is also hereby covenanted, concluded and agreed by and between the said Parties to these Presents, for them and their Heirs; And all the said Parties to these Presents do hereby declare, That the said Fine herein before covenanted to be levied as aforesaid, and all and every other Fine and Fines whatsoever to be had and levied by and between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; And that the Conuſee or Conuſees in the said Fine or Fines, and all and every other person and persons whatsoever, that by force and virtue of the said Fine, or any other Fine or Fines, shall be seised of the said Manor and Lands herein before mentioned or any part thereof, shall stand and be seised thereof, and of every part and parcel thereof; To the use and behoof of the said Sir J. G. his Executors, Administrators

Tripartite surviving Mortgage and the Persons in trust for whom he was, So first part Heir of the Mortgagor second part Conuſee third part. Consideration;

The Parties of the first and second part covenant to levy a Fine to him of the third part.

Of a Manor, &c.

Uses to him of the second part for six Months.

Then to the
Person in trust
for whom the
Mortgage was
for 500 years.

Remainder to
the Heir of the
Mortgagor in
Fee.

Provido if the
said Heir of
the Mortgagor
pays such a
Sum the term
shall cease.

Covenant by
him to pay it.

Provido that he
may let Leases
within the six
months for
Lives.

and Assigns, for and during the space of six months to be accompted from the day of the date of these Presents, and from thenceforth fully to be compleat and ended, with such farther power as is herein after to him limited; And from and immediately after the expiration of that term, **To the use** and behoof of the said Dame *M. C.* her Executors and Assigns, for and during the term of 500 years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of Waste; Subject nevertheless to such condition as is herein after mentioned; And from and immediately after the expiration, ceasing or other determination of the said term of 500 years, then **To the use** and behoof of the said Sir *J. G.* his Heirs and Assigns for ever; And to none other use or uses, intent or purpose.

Provided always, and it is the true intent and meaning of these Presents, and of the parties to the same; And they do hereby farther declare the use of the said Fine to be, That if Sir *J. G.* his Heirs, Executors, Administrators or Assigns, or any of them, shall or do well and truly pay or cause to be paid unto the said Dame *M. C.* her Executors, Administrators or Assigns, or any of them, the full and whole Sum of 3250*l.* of good and lawful Mony of *England* at one intire payment, at and upon the — day of — next ensuing the date hereof, at or in the now Dwelling-house of, &c. That then and from thenceforth the Estate and Term herein before limited to the said Dame *M. C.* her Executors, Administrators and Assigns for 500 years, as aforesaid, shall cease and be void; Any thing in these Presents contained to the contrary notwithstanding.

And the said Sir *J. G.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said Dame *M. C.* her Executors, Administrators and Assigns, by these Presents, The he, the said Sir *J. G.* his Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay or cause to be paid unto the said Dame *M. C.* her Executors, Administrators or Assigns, the said Sum of 3250*l.* at one intire payment, at the time and place before in the said Proviso or Condition mentioned for payment thereof, without any defalcation, deduction or abatement of any thing for or in respect of any Taxes or other Charges ordinary or extraordinary or otherwise.

Provided always, and it is hereby declared, meant and agreed by and between all and every the said parties to these Presents; And the farther intent and meaning of them and every of them, and of these Presents, is, and the farther use of the said Fine is hereby declared to be, That the said Sir *J. G.* his Executors, Administrators and Assigns shall have power; And that it shall and may be lawful to and for the said Sir *J. G.* his Executors, Administrators and Assigns, from time to time, and at all times, during the continuance of the said Term and Estate for six months hereby to him the said Sir *J. G.* his Executors, Administrators and Assigns limited as aforesaid, by any Writing or Writings by him or them to be sealed and delivered, and subscribed with his or their own hand, in the presence of two or more credible Witnesses, to demise, grant or lease any part or parcel of the Premises heretofore usually demised unto any person or persons whatsoever, for one, two or three Life or Lives in possession, or for any term of years determinable upon one two or three Life or Lives in possession, or for one or two Life or Lives or

or any number of years, determinable upon one or two Life or Lives in reversion or expectancy, after any Estate or Estates by Lease or Copy of Court-roll for one Life, or determinable upon one Life then in being; or for one Life or any number of years determinable upon one Life in reversion or expectancy, after any Estate or Estates by Lease or Copy of Court-roll for two Lives, or determinable upon two Lives then in being; So as upon every such Lease or Leases, Demise or Demises there be reserved to continue due and payable during all the continuance of the said respective Leases, the ancient Rents, Duties and Services which have been heretofore usually paid or performed for the same Premises so to be leased; And that immediately from and after the making of every such Demise, Lease or Grant, the Conusees of the said Fine, and their Heirs, and all and every other person and persons which shall be then seised of such part or parts of the said Premises as shall be so demised, granted or leased, shall stand and be seised thereof, and of every part and parcel thereof to the several and respective Uses of the several and respective Persons, their Executors, Administrators and Assigns, to whom such Leases and Estates shall be so made and granted; or mentioned to be made or granted for such Terms and Estates as shall be so granted or mentioned to be granted according to the intent and true meaning of the said several and respective Deeds or Writings so leasing or granting the same; And of the Reversion and Reversions thereof during the said Leases, Terms and Estates, and of the Premises themselves, after the said Leases, Terms and Estates shall be ended and determined, and as the same shall severally and respectively end and determine, To the use of such person or persons, and for such Estate and Estates, and in such sort, manner and form as the same are hereby limited, and as the same should have been if such Leases and Estates so to be made by virtue of these Presents had not at all been.

And the Conusees to stand seised to the use of the Lessees.

And afterwards to such uses as hereby limited.

And the said Sir J. G. doth for himself, his Heirs, Executors, Administrators and Assigns covenant, promise and grant to and with the said Dame M. C. her Executors, Administrators and Assigns, by these Presents, That if default of payment of the said Sum of 3250 l. at the time and place before mentioned be made or suffered; That then, immediately from and after such default in payment thereof, the said Dame M. C. her Executors and Assigns, shall and may, for and during all the said term and time of 500 years herein before limited or meant or intended to be limited to the said Dame M. C. her Executors and Assigns, quietly and peaceably have, hold and enjoy the said Borough, Manor, and all and singular other the Premises with th' Appurtenances, without any the let, suit, trouble, ejection, expulsion or eviction of or by him the said Sir J. G. his Heirs or Assigns, or by any person claiming the same in, by, from or under him or them; And without any lawful let, suit, trouble, interruption, eviction or ejection of or by any other person or persons whomsoever; And that free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all and all manner former and other Bargains, Sales, Feoffments, Grants, Leases, Jointures, Dowers, Recognizances, Judgments, Executions, Statutes-merchant and of the Staple, Seisures, Sequestrations and Causes of Seisure and Sequestration; And of and from all other Burthens, Charges and Incumbrances whatsoever, had, made or done by the said Sir J. G. or by any other person or persons whomsoever; (The several Leases, Demises

Covenant for quiet enjoyment after forfeiture.

Free from Incumbrances.

Except Leases,
&c.

Demises and Grants of several Tenements and Parcels of the said Borough, Manor and Premises heretofore made and granted to several Persons for several Estates and Terms, not exceeding three Lives, or determinable by the death of one, two or three Persons therein named severally and respectively, and that under certain yearly Rents which shall continue payable during their said several Estates and Terms, and the Grants and Estates hereby allowed to be granted and made, and all such Conveyances and Assurances as have been made of the Premises unto the said J. Lord P. and J. Lord P. deceased, late Father of the said now Lord P. and the said Dame M. C. or any of them, only excepted and foreprised.

Further assurance after forfeiture as well for the term as also for the Inheritance.

And the said Sir J. G. doth farther for himself, his Heirs, Executors, and Assigns, covenant, promise and grant to and with the said Dame M. C. her Executors, Administrators and Assigns, by these Presents, That from and after such default of payment of the said 3250 *l.* as aforesaid, He the said Sir J. G. his Heirs and Assigns, shall and will from time to time and at all times, within the space of seven years next after such default as aforesaid, upon reasonable request to him or them to be made, make, do and execute, or cause to be made, done and executed all and every such farther and other reasonable act and acts, thing and things, assurance and assurances in the Law, aswel for the better assuring and conveying of the Premises unto the said Dame M. C. her Executors and Assigns, for and during the rest and residue of the said term or time of 500 years herein before limited in use, or meant, mentioned or intended to be limited in use to the said Dame M. C. her Executors, Administrators and Assigns, as also for the conveying and assuring of the Inheritance of the same Premises unto such person or persons, and his or their Heirs, as the said Dame M. C. or her Executors, or Administrators shall nominate in that behalf; As by the said Dame M. C. her Executors, Administrators or Assigns, or by her or their Council Learned in the Law shall be devised, advised or required. In witness whereof, &c.

A Bond for Performance of Covenants.

Mortgage of a Colledge Lease for 21 Years.

Reciting the
Lease.

Examine the
parcels with
the original
Lease.

This Indenture made, &c. between W. S. of, &c. of the one part; and J. C. of, &c. and A. S. of, &c. of the other part; Whereas the Dean and Chapter of the Collegiate-church of St. Peter of Westminster, by their Indenture under the common Seal bearing date, &c. did (for the Considerations therein mentioned) demise, grant and to farm let unto the said W. S. All those their Manors of E. P. with all and singular their Rights, Members and Appurtenances; And also all those, &c. To have and to hold the said Manors and Premises (except as in the said Indenture is excepted) unto the said W. S. his Executors, Administrators and Assigns, from the making of the said Indenture unto the full end and term of 21 years next following fully to be compleat. and ended; And to have and to hold all and singular the said Premises in the said Indenture before excepted, unto the said W. S. his Executors, Admini-

Administrators and Assigns, from the making of the said Indenture, for and until the Feast of, &c. and fully to be compleat and ended; At and under the several yearly Rents and Covenants in the said Indenture contained and reserved; As in and by the said recited Indenture more at large appeareth.

Now this Indenture witnesseth, That the said *W.S.* for and in consideration of the Sum of 1000 *l.* of lawful, &c. to him in hand paid by the said *J.C.* and *A.S.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof the said *W.S.* doth hereby acknowledge; And thereof, and of every part and parcel thereof, doth clearly and absolutely acquit, exonerate and discharge the said *J.C.* and *A.S.* their Executors and Administrators, for ever, by these Presents, hath granted, bargained, sold, aliened, assigned and set-over; and by these Presents, doth grant, bargain, sell; alien, assign and set-over unto the said *J.C.* and *A.S.* their Executors, Administrators and Assigns, all and singular the said Manors, Lands, Tenements, Hereditaments and Premises before mentioned, and in and by the said recited Indenture demised or mentioned to be demised, and every part and parcel thereof, with all and singular their and every of their Appurtenances; And also all the Estate, Right, Title, Interest, Term and Terms of Years, Claim and Demand whatsoever of him the said *W.S.* of, in and to the same, and every or any part or parcel thereof, with th' Appurtenances; **CO** *have and to hold* the said Manors, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or mentioned to be granted, with all and singular their and every of their Appurtenances, unto the said *J.C.* and *A.S.* their Executors, Administrators and Assigns, from henceforth, for and during all the rest and residue of the said term and terms, number and numbers of years in the said recited Indenture mentioned yet to come, and unexpired.

Assignment.

Habend.

Provided always, That if the said *W.S.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said *J.C.* and *A.S.* their Executors, Administrators or Assigns, or any of them, the Sum of 40 *l.* of lawful, &c. on or upon the, &c. day of, &c. next ensuing the date of this present Indenture; And the Sum of 1040 *l.* more, like Mony, on or upon the, &c. day of, &c. Both the said Payments to be made at or in the now Dwelling-house of the said *J.C.* situate in *C.* aforesaid, Then this present Indenture, and all and every Grant, Assignment and Estate, in and by these Presents made or granted, or mentioned to be made or granted shall cease, determine and become void, and of none effect to all intents and purposes, as if these Presents had never been made; Any thing herein contained to the contrary notwithstanding.

Proviso.

Two payments.

And the said *W.S.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *J.C.* and *A.S.* their Executors and Administrators, by these Presents, That he the said *W.S.* his Heirs, Executors or Administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said *J.C.* and *A.S.* their Executors, Administrators or Assigns, the said several Sums of Mony mentioned in the Proviso aforesaid, on the days and at the place before in the said Proviso mentioned and limited for payment thereof.

Covenant to pay.

And

Covenant by the Mortgagees to permit to enjoy till forfeiture.

And the said J.C. and A.S. for themselves, their Executors, Administrators and Assigns, and for every of them, do covenant, grant and agree to and with the said W.S. his Executors and Administrators, by these Presents, That until default shall be made by the said W.S. his Heirs, Executors and Administrators, in payment of the said Sums of Money mentioned in the said Proviso, or one of them, or some part thereof, on the day or days, and at the place before limited for payment thereof, it shall and may be lawful to and for the said W.S. his Executors and Administrators, to receive and take the Rents of all and singular the said Manors, Lands and Premises, hereby granted or mentioned to be granted, without the let, trouble or interruption of the said J.C. and A.S. or either of them, their or either of their Executors, Administrators or Assigns, or any of them, and without any account to be made or given unto them or any of them.

Mortgagor Covenants to pay the Rent on the original Lease so long as he shall enjoy.

And the said W.S. for himself, his Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant to and with the said J.C. and A.S. their Executors and Administrators, to yield and pay unto the said Dean and Chapter, and their Successors, or to such other person and persons to whom the Reversion of the Premises shall appertain, the several yearly Rents in and by the said recited Indenture reserved, for and during all such time as he the said W.S. his Executors or Administrators shall so receive the Rents, Issues and Profits of the Premises; And thereof shall and will discharge and acquit the said J.C. and A.S. their Executors, Administrators and Assigns, and every of them.

And the said W.S. for himself, his Executors, Administrators and Assigns, and every of them, doth farther covenant, promise and grant to and with the said J.C. and A.S. their Executors, Administrators and Assigns, and every of them, by these Presents, in manner and form following.

And that the Term is yet in being and not forfeited, &c.

That is to say, That the said several Terms of years, Estate and Estates in and by the said recited Indenture of Lease granted or mentioned to be granted, is and are yet in being, and not forfeited, surrendered or otherwise determined or made void; And that from and after any default made in payment of the said Sums of Money, or any part thereof, at the day and place herein before limited for payment thereof, They, the said J.C. and A.S. their Executors, Administrators and Assigns, and every of them, shall or lawfully may from time to time, and at all and every time and times during all the residue of the said several times and numbers of years respectively in the said recited Indenture of Lease contained, quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said Manors, Lands, Tenements, Hereditaments and Premises hereby granted or mentioned to be granted, and all and every the Rents, Issues and Profits thereof, and of every part and parcel thereof coming, arising, and growing, have, receive and take, without any manner of let, suit, trouble, vexation, eviction, ejection, disturbance or other hindrance or molestation whatsoever of the said W.S. his Executors, Administrators or Assigns; and without the lawful let, suit, trouble, vexation, eviction, ejection, disturbance or interruption of any other person or persons whomsoever, under the Rents from thenceforth to become due and payable by the said Indenture of Lease, freed, acquitted and discharged, or otherwise from time to time and at all times, sufficiently saved, kept harmless and recompenced of, from

That the Mortgagees shall quietly enjoy after forfeiture

Free from Incumbrances.

from and for all and all manner of former and other Bargains, Sales, Grants, Assignments, Leases, Estates, Titles, Troubles, Forfeitures, Charges and Incumbrances whatsoever had, made or done by the said W. S. or by any other persons whomsoever. In witness, &c.

A Sale by Lease and Release, and Fine and Recovery by a Man and his Wife of a Manor, Barton and Farm to two joynt Purchasers.

This Indenture made, &c. Between Sir H. C. of C. in the County of D. Knight, and Dame A. his Wife of the one part; and J. B. of, &c. and J. P. of, &c. of the other part, witnesseth, That the said Sir H. C. and Dame A. his Wife for and in consideration of the sum of 2100 l. of lawful, &c. to him in hand paid by the said J. B. and J. P. at and before the Sealing and Delivery of, &c. The receipt whereof the said Sir H. C. doth hereby acknowledge, And thereof and of every part and parcel thereof doth clearly and absolutely acquit, exonerate and discharge the said J. B. and J. P. their and either of their Executors and Administrators for ever by these Presents; Have granted, bargained, sold, aliened, released and confirmed; And by these Presents for them and their Heirs do clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said J. B. and J. P. their Heirs and Assigns, All those the Manor, Barton and Farm of C. with all and singular their and either and every of their Rights, Members and Appurtenances in the County of D. And all that the Manor, Barton or Farm commonly called S. with all and singular its Rights, Members and Appurtenances in the said County of D. And all Houses, Edifices, Buildings, Dove-houses, Barns, Stables, Out-houses, Courts, Yards, Curtilages, Gardens, Orchards and Appurtenances whatsoever to the said several Bartons belonging or therewith enjoyed; And all and every the Lands, Meadows, Pastures, Feedings, Grounds and Hereditaments whatsoever to the said Manors, and several Bartons and Farms, and every or any of them belonging or appertaining, or therewith usually occupied or enjoyed as Demesnes or Demesne-Lands thereunto or to either or any of them belonging or accepted, reputed, deemed or taken as part, parcel or member thereof; And also all and singular Messuages, Houses, Edifices, Buildings, Mills, &c. Hereditaments and Appurtenances whatsoever to the said Manors, Bartons, Farms, Lands, Tenements and Premises, or any of them lying, being, belonging or, &c. And all other the Manors, Messuages, Lands, Tenements and Hereditaments whatsoever of the said Sir H. C. in C. and M. or either of them in the said County of D.

The premises:

And the said Sir H. C. and Dame A. his Wife do farther (for the Consideration aforesaid) grant, bargain, sell, alien, release and confirm unto the said J. B. and J. P. their Heirs and Assigns, the Reversion and Reversions, &c. of all and singular the said Manors, Bartons, Farms, Lands, Tenements, Hereditaments and Premises hereby granted, bargained, sold and released, or herein, or hereby meant, mentioned, or intended to be granted, &c. And also all the Estate, Right, Title, Interest, Use, Possession, &c. of the said Sir H. C. and A. his Wife, or either

L

of

of them, of in and to, or out of the said Manor, Bartons, Farms, Lands, Tenements, Hereditaments and Premises whatsoever hereby granted, &c.

Writings.

And the said Sir H. C. doth farther (for the Consideration aforesaid) grant, bargain and sell unto the said J. B. and J. P. and their Heirs, All and every the Deeds, Charters, Writings, Evidences, &c. and Miniments whatsoever, touching or in any wise only concerning the said Manors, Bartons, Farms, Lands, Tenements, Hereditaments and Premises whatsoever hereby granted and released or mentioned to be, &c. and do not concern any other the Lands, Tenements and Hereditaments of the said Sir H. C. and Dame A. his Wife; **To have and to hold** the said Mannors, Bartons, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted and released or mentioned to be, &c. unto the said J. B. and J. P. their Heirs and Assigns for ever, To the only proper Use and, &c.

Habend.

Warranty general.

And the said Sir H. C. and his Heirs, the said Manors, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or released, or mentioned to be granted and released, and every part, &c. unto the said J. B. and J. P. their Heirs and Assigns against him the said Sir H. C. and A. his Wife, and the Heirs and Assigns of the said Sir H. C. against all and every other person and persons whomsoever shall and will warrant and for ever defend by these Presents.

Recital of a Fine already levied.

And whereas the said Sir H. C. and Dame A. his Wife did in the Term of St. Hillary now last past levy in due form of Law before his Majesty's Justices of his Highness Court of Common Pleas at Westm. *One Fine Sur consens de Droit come ceo quils' ont de leur done*, &c. with Proclamations according to the Statute in that behalf made and provided unto the said J. B. and J. P. Of all and singular the said Manor, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted and released, or herein or hereby meant, mentioned, or intended to be granted and released, and of every part and parcel thereof with the Appurtenances; And also of one yearly Rent-charge of 300 l. per Ann. issuing and going out of all that the Capital Messuage and the Demesne-Land or Lands now or late used as Demesne-Lands of C. situate in the parish of C. aforesaid unto the said Dame A. or to her Assigns during the natural life of the said Dame A. and payable at the Feasts of St. Michael, &c. or within 30 days after each of the said Feasts; The first Payment whereof was to be made at such of the said Feasts as should next happen after the death of the said Sir H. C. or within 30 days after; The which said Fine was so levied of the said Premises by the name or names of the Manors of C. and S. with the Appurtenances, and of 30 Messuages, 10 Cottages, 2 Water-Mills, 1 Dove-house, 1000 Acres of Land, 10 Acres of Meadow, 440 Acres of Pasture, 50 Acres of Wood, 500 Acres of Heath and Furzes, with the Appurtenances in C. and M. And of the yearly Rent of 300 l. going out of one Messuage 800 Acres of Land, &c. parcel of the Tenements aforesaid with the Appurtenances in C. The warranty in which said Fine of the said Rent therein mentioned, is against the said Sir H. and A. all the life of the said A. As in and by the said Fine (Relation being thereunto and whereunto for the more certainty relation is by these Presents had) it doth and may more plainly appear.

As well of the Premises as also of a Rent charge issuing out of the same for the Wives Joynture.

Particulars in the Fine.

Now

Now this Indenture farther witnesseth, and all the said parties to these Presents do hereby declare and agree, that the true intent and meaning of all the said parties to these Presents and to the said Fine, as well at the time of the levying of the said Fine was, as ever since hath been, and still is, That the said Fine so levied, and all and every Fine and Fines had, made, levied or executed by or between the said parties to these Presents, Since the Feast of the Nativity of our Lord *Christ*, last past before the date hereof, or which at any time hereafter shall be had or levied between the said parties to these presents, or any of them of the said Premises hereby granted or released, or mentioned to be granted and released, or any part or parcel thereof; Or of the said Rent of 300 *l. per annum*, or of any of them by what name or names soever they are called or shall be called in the said Fine or Fines, should be and enure, and shall be and enure, and shall be construed, expounded to be and enure, As for and concerning all the said Manors, Lands, Tenements, Hereditaments and things whatsoever in the said Fine or Fines contained or to be contained (except only the said yearly Rent) to the only proper use and behoof of the said *J. B.* and *J. P.* and their Heirs and Assigns for ever; And as for and concerning the said yearly rent, To the only proper use and behoof of the said *J. B.* and *J. P.* and their Heirs, but to the intent and purpose, that the said Rent should be, and shall be drowned, extinguished and destroyed, and to none other use or uses, intent or purpose whatsoever.

Use of the fine declared.

All the Premises except the Rent to the use of the Purchasers.

And the Rent in like manner but to the intent it shall be drowned, &c.

And the said *Sir H. C.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said *J. B.* and *J. P.* their Heirs and Assigns and every of them by these Presents, in manner and form following, (that is to say) That he the said *Sir H. C.* at and immediately before the levying of the said Fine unto the said *J. B.* and *J. P.* as aforesaid, was the sole, true and lawful Owner and Proprietor of all and singular the said Manor, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted and released, or mentioned to be granted and released, and of every part and parcel thereof with their Appurtenances; And was then solely, lawfully, rightfully and absolutely seised thereof and of, &c. And did so continue thereof and of every part and parcel thereof until, &c. And that the said *Sir H. C.* and *A.* his Wife at and immediately before the levying of the said Fine, had or now have, or one of them hath good right, lawful and absolute power and authority to bargain, sell, alien and convey all and singular the said Manors, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted or released, or mentioned to be granted, &c. And that the said *J. B.* and *J. P.* their Heirs and Assigns, Farmers and Tenants, and every of them shall, &c. freely, &c. have, hold, &c. all and singular the said Manors, Bartons, Farms, Messuages, &c. and all and every the Rents, &c. have and take without any manner of let, suit, &c. or molestation whatsoever of the said *Sir H. C.* and Dame *A.* his Wife, or of the Heirs or Assigns of the said *H. C.* or of any other persons whomsoever; And also that the said Manors, Bartons, Farms, Messuages, &c. now are and from henceforth for ever hereafter shall remain, continue and be unto the said *J. B.* and *J. P.* their Heirs and Assigns, clear and free, &c. of and from all, &c. bargains, sales, &c. had, made, committed, &c. by the said *Sir H. C.* or by any other person or persons whomsoever.

Covenant by the Vendor he was owner before the Fine levied.

Seised in Fee until, &c.

He and his Wife had, or now have or one of them hath power to sell.

Quiet enjoyment.

Free from Incumbrances, -

To suffer a
Recovery.

Demandant to
be such per-
son as shall be
nominated by
the Tenants.

The Uses.

Further assu-
rance.

And it is farther covenanted, concluded and agreed by and between all the said parties to these Presents, That before the end of *Easter Term* now next following after the date hereof, a good and perfect common Recovery of all and singular the said Manors, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises shall be had, suffered and executed according to usual course of common Recoveries for assurance of Lands in such Case used; And that to that end and purpose a Writ of *Entre Sur Dissesin en le Post*, shall be brought and prosecuted against the said J. B. and J. P. or the Survivor of them, by or in the name of such person or persons, as shall be by the said J. B. and J. P. or either of them nominated and appointed in that behalf, of all and singular the said Manors, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, or herein or hereby meant, mentioned, or intended to be granted, with their and every of their appurtenances by such name and names, and under such number, quantity and quality of Acres in such manner and form as by the said J. B. and J. P. or their or either of their Counsel Learned in the Law shall be reasonably devised and advised; To and upon which Writ of *Entre* so to be brought, the said J. B. and J. P. shall personally or else by Attorney or Attornies thereunto lawfully authorised and warranted, appear and make defence, and shall in the said Action vouch to warranty the said Sir H. C. And the said Sir H. C. upon such Voucher of him to be made, shall and will in the said Action so to be brought appear *gratis*, and without Process, and enter into Warranty, and vouch over to Warranty the common Vouchee, to the end, that the common Vouchee after his entry into Warranty and Plea pleaded, shall and may depart in despite of the Court; so that a common Recovery may be had, prosecuted and executed in and upon the said Writ of *Entre*, &c. in all things according to the usual order and form of common Recoveries for assurances of Lands in such Case used; And it is farther concluded, condescended, granted, declared and agreed by and between all the said parties to these Presents, That the said Recovery so to be had, prosecuted and suffered, and all other Recoveries and Assurances whatsoever to be had, made or suffered of the said Premises, shall be and enure, and shall be construed to be and enure, and the Recoverers and their Heirs shall stand and be of all the said Manor, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises to the only use and behoof of the said J. B. and J. P. their Heirs and Assigns for ever; And farther the said Sir H. C. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said J. B. and J. P. their Heirs and Assigns and every of them, by these Presents, That he the said Sir H. C. and Dame A. his Wife, and the Heirs and Assigns of the said Sir H. C. and all and every other person and persons whomsoever having or lawfully claiming, or which shall or may at any time or times hereafter have or lawfully claim any Estate, Right, Title or Interest of, in, or to the said Premises hereby granted, or mentioned to be granted, or of, in, or to any part or parcel thereof, shall and will from time to time, and at all and every time and times hereafter within the space of 7 years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the Law of the said J. B. and J. P. their Heirs or Assigns or some of them, do, make, levy, execute, acknowledge and suffer, and

cause

cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the farther, better and more perfect Assurance, Surety, Sure-making, Setling, Establishing and Confirming of the said Manors, Bartos, Farms, Messuages, Lands, Tenements, Hereditaments, and all and singular the Premises hereby granted or mentioned to be granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every or any of their appurtenances, unto and upon the said J. B. and J. P. their Heirs and Assigns, Be it by Fine or Fines, &c.

And lastly, It is hereby covenanted, granted, concluded and agreed by and between the said parties to these Presents for them and their Heirs; And they do hereby publish and declare, That all and every Fine and Fines, Common Recovery and Recoveries, and farther Assurances and Conveyances whatsoever, herein before mentioned to be made, done, levied, executed or acknowledged, and every of them; and all and every other Fine and Fines, Recovery and Recoveries, and other Assurance and Assurances whatsoever of the said Premises hereby granted or mentioned to be granted, and every or any part or parcel thereof, hereafter to be had, made, levied, executed or acknowledged between the said parties to these Presents, &c. In witness, &c.

To the use of the Purchaser.

A Rent-charge granted out of the Premises in the preceeding Deed.

This Indenture tripartite made, &c. between J. B. of, &c. and J. P. of, &c. of the first part; The honourable R. V. of the said Parish of, &c. Esq; of the second part; and Sir H. C. of C. in the County of D. Knight, of the third part; ~~Witnesseth~~, That the said J. B. and J. P. for and in consideration of the Sum of 2100 l. of lawful, &c. to them in hand paid by the said R. V. at and before the Sealing and Delivery of these Presents, The receipt whereof the said J. B. and J. P. do hereby acknowledge; And thereof, and of every part thereof, do acquit, exonerate and discharge the said R. V. his Executors and Administrators for ever, by these presents, Have (by and with the privity, consent and special directions of the said Sir H. C. testified by his being party to these presents,) given, granted and confirmed; And, by these presents, do for themselves, their Heirs and Assigns, give, grant and confirm unto the said R. V. one annuity or yearly Rent-charge of three hundred pounds of lawful, &c. to be yearly issuing and going out of All those the Manor, Barton and Farm of C. with all and singular their and either and every of their Rights, Members and Appurtenances in the County of D. And out of all that the Manor, Barton or Farm commonly called S. with all and singular its Rights, &c. And also out of all and singular other the Messuages, Houses, Edifices, Buildings, Mills, Kils, Tosts, Crofts, Curtilages, Orchards, Gardens, Backsides, Lands, Tenements, Meadows, Leazows, Pastures, Feedings, Clofes, Woods, Underwoods and other Hereditaments and Appurtenances whatsoever to the said Manors, Bartons, Farms, &c. prout in the Bargain and Sale. And also out

Tripartite.
The Grantor
first part,
Grantee second part, he
of whom the
Grantors lately purchased
third part.

Examine this
with the Deed
of Bargain and
Sale to J. B.
and J. P.

out of all other the Manors, Bartons, Farms, Messuages, Mills, Lands, Tenements and Hereditaments whatsoever, with their and every of their appurtenances which were lately conveyed and assured, or meant, mentioned or intended to be conveyed or assured unto the said *J. B.* and *J. P.* and theis Heirs, or the Heirs of one of them, by the said Sir *H. C.* and Dame *A.* his Wife, both or either of them, by Fine and other Assurances; As by an Indenture bearing date the, &c. day of this instant *M.* made or mentioned to be made between the said Sir *H. C.* and Dame *A.* his Wife of the one part; and the said *J. B.* and *J. P.* of the other part; (relation being thereunto had) more plainly it doth and may appear; **To have**, hold, perceive, and yearly to receive, take and enjoy the said Annuity or yearly Rent-charge of 300 *li.* to the said *R. V.* and his Assigns, for and during the term of his natural life, payable yearly at the two usual Feasts or times in the year, (that is to say,) At the Feast of *St. M.* and the *Annunciation*, &c. by even and equal portions; The first payment thereof to begin and be made at the Feast of *St. M.* &c. next ensuing the date hereof; And all the payments thereof to be made at or in the common dyning Hall of the *Inner-Temple, London.*

Habend. for
the life of the
Grantee.

If Arrear 20
days *Nomine*
Pæne of 20 *l.*
for every 20
days after.

And the said *J. B.* and *J. P.* for them, their Heirs and Assigns, do grant unto the said *R. V.* and his Assigns, That if it shall happen the said Annuity or yearly Rent-charge of 300 *l.* or any part thereof to be behind or unpaid by the space of 20 days next following any of the said days in which the same ought to be paid as aforesaid; That then, and so often, the said *J. B.* and *J. P.* their Heirs and Assigns, shall forfeit and lose unto the said *R. V.* and his Assigns, the Sum of 20 *l.* of lawful, &c. *Nomine Pæne, toties quoties*, for every 20 days that the said yearly Rent, or any part thereof shall be behind or unpaid after any of the said days wherein it is hereby appointed to be paid as aforesaid.

And the said *J. B.* and *J. P.* do farther for themselves, their Heirs and Assigns, grant and agree to and with the said *R. V.* and his Assigns, That whensoever and as often as the said yearly Rent of 300 *l.* or any part thereof, or any Sum or Sums of 20 *l.* *Nomine pæne*, or any part thereof shall be behind, unpaid or in arriere; That then, and so often and from time to time, it shall and may be lawful to and for the said *R. V.* and his Assigns, into and upon the said Manors, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, out of which the said yearly Rent is granted or hereby mentioned to be granted to be issuing, or mentioned to be issuing as aforesaid, and into every or any part and parcel thereof, at his and their liberty, choice and pleasure to enter and distrain for the said yearly Rent of 300 *l.* and Arrerages thereof, and for the said Sum and Sums of 20 *l.* *Nomine Pæne*, and arrerages thereof, or for either or any of them; And the Distress and Distresses then and there so found, to take, lead, drive, carry away and impound, and impounded to detain and keep, until the same yearly Rent of 300 *l.* and all Arrerages thereof; And all Sum and Sums of mony lost, *Nomine Pæne*, and every part thereof, or such part or parts of the said yealy Rent of 300 *l.* and of the Arrerages thereof or of the Sum or Sums of Mony lost, *Nomine Pæne*, for which such Distress or Distresses shall be made as aforesaid, shall be unto the said *R. V.* and his Assigns, fully satisfied, contented and paid.

To enter and
distrain as
well for the
Rent as *Nomi-*
ne Pæne.

He that lately
conveyed to
the Grantors
Covenants.

And the said Sir *H. C.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant

grant to and with the said R. V. his Executors, Administrators and Assigns, by these Presents, That the said J. B. and J. P. the said, &c. day of this instant M. by virtue of the said Fine, and other Assurances aforesaid, had and (for and notwithstanding any act or thing by the said Sir H.C. and Dame A. his Wife, or either of them had, made, committed, done or suffered to the contrary) still have full power and lawful authority, by these Presents, to charge the said Manors, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises and every part thereof with the said yearly Rent of 300 l. and *Nomine Penna* aforesaid, unto the said R. V. and his Assigns, in manner and form aforesaid; And that the said Manors, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises before mentioned, and out of which the said yearly Rent is hereby granted or mentioned to be granted to be issuing as aforesaid, shall from time to time, during the natural life of the said R. V. be overt and liable to the Distress and Distresses of the said R. V. and his Assigns, for the said yearly Rent of 300 l. and *Nomine Penna* aforesaid, with the Arrerages thereof; And that the said R. V. and his Assigns, may from time to time, and as often as the said Rent and *Nomine Penna*, or any part thereof shall be behind and unpaid, peaceably and quietly enter into the said Manors, Bartons, Farms, Messuages, Lands, Tenements, Hereditaments and Premises, out of which the said yearly Rent is hereby granted or mentioned to be granted to be issuing as aforesaid, and to every or any part or parcel thereof; And there take Distress and Distresses, and the same lead, drive and carry away, impound and keep, without any manner of let, trouble, hindrance, rescue or disturbance of the said Sir H. C. and Dame A. his Wife, or the Heirs or Assigns of the said Sir H. C. or of any other person or persons whatsoever, by his, her or their means or consent, and without the lawful let, hindrance or disturbance of any other person or persons whomsoever, until the said yearly Rent and Arrerages thereof (if any shall be) and the said Sum and Sums of 20 l. lost, *Nomine Penna*, and every part thereof shall be to the said R. V. and his Assigns fully satisfied, contented and paid; And farther, That the said yearly Rent of 300 l. and the said Sum and Sums of Mony, *Nomine Penna*, granted or mentioned to be granted as aforesaid, shall be from time to time satisfied and paid unto the said R. V. and his Assigns, during the natural life of the said R. V. at the days, times and place as the same shall become due and payable, according to the intent and true meaning of these Presents; And moreover, that if any Laies, Taxes or Impositions whatsoever shall be laid, taxed, imposed or assessed upon the said Rent-charge of 300 l. per annum hereby granted or mentioned to be granted, or upon the said R. V. or his Assigns, for or by reason or in respect of the said Rent-charge, by any Act, Order or Ordinance of Parliament, or by any Authority derived or pretended to be derived from or under any Order or Ordinance of Parliament, or by force or colour of any Military Power or Command now in being, or which hereafter shall be, or by force or colour of any other Power or Authority whatsoever; or for Church or Country, or for any other Cause whatsoever; That then, he, the said Sir H. C. his Heirs, Executors or Administrators, or the said J. B. and J. P. so long as they shall be Owners of the said Manors, Bartons, Hereditaments and Premises, or the Assignee or Assigns of the said J. B. and J. P. from and after a Reconveyance thereof made by the said J. B. and J. P. or the Heirs

That the Grantors have power to charge Premises.

That the Premises shall be overt to Distresses.

Quietly enter to take Distresses.

Covenant for payment.

And to discharge the Annuity from all Taxes.

Heir of such Assignee or Assigns, or some of them, shall and will bear and pay the same, and save and keep harmless and indemnified the said *R. V.* and his Assigns, and his and their Executors and Administrators, of and from the same. In witness whereof to one part of these present Indentures, remaining with the said *R. V.* as well the said *J. B.* and *J. P.* as the said *Sir H. C.* have set their Hands and Seals to one other part thereof remaining with the said *Sir H. C.* as well the said *J. B.* and *J. P.* as the said *R. V.* have set their Hands and Seals; And to one other part thereof remaining with the said *J. B.* and *J. P.* as well the said *R. V.* as the said *Sir H. C.* have set their Hands and Seals, the day and year first above written.

Collateral Security that a Joynture shall be made within three years, the intended Husband being at present incapable of making a Jointure of the Lands designed.

Trustees for
T. late E. of W.

Recital of a
Grant by the
King to the As-
signors Grand-
father.

The Estate
now come to
those other
persons who
joyn in the
Assignment as
Trustees for
his Father.

This Indenture, made, &c. between the Right Honourable *H. Earl of W. Sir R. T. of P. in Comitatu K.* Knight and Baronet, *Sir W. S. of B. in Com. E.* Knight and Baronet, *Sir N. K. of M. in dicto Com. K.* Knight and Baronet, *Sir W. W. of Winchester, in Com. S.* Knight, and *T. W. of L. Gent.* of the one part; and the Most Honourable *W. Lord M. of H.* and *H. Lord B.* Son and Heir apparent of the said Lord Marquess of the other part; **Whereas** our late Sovereign Lord King *James* by his Letters Patents bearing date 30 Apr Regni sui 9. for the considerations therein mentioned, *did demise*, grant and to farm let unto *J. F. of &c. and W. W. C. and I. of L.* since deceased, persons nominated in trust by *Sir M. F.* Knight and Baronet deceased, Grandfather of the said *H. E. of W.* All that Tenement with th' appurtenances lying and being in *E.* in the County of *T.* now or late in the tenure or occupation of *H.* or his Assigns, and all Lands, Meadows or Pastures with the said Tenement occupied or enjoyed; And all that Grange or Farm called *S.* with th' appurtenances lying and being in *W.* in the said County of *T.* &c. All which Premises before mentioned were sometimes reputed parcel of the Possessions of the said late Monastery or Priory of *W.* in the said County of *T.* and late parcel of the Possessions of *Sir T. E. Knight, Viscount F. &c.* To have and to hold the said Granges, Messuages, Tenements, Cottages, and all and singular other the Premises by the said Letters Patents mentioned to be demised, with all and singular their appurtenances (except before excepted) unto the said *J. F.* and *VV. VV.* their Executors and Assigns from the making of the same Letters Patents unto the end of the term, and for the term of 60 years from thence next following, and fully to be compleat and ended, for and under such several yearly Rents and such Covenants and Conditions as in and by the said Letters Patents (whereunto relation being had) it doth and may appear; The Estate and Interest of and in all which Granges, Farms, Messuages, Lands, Tenements, Hereditaments and Premises before mentioned is by mean Assignments and Conveyances lawfully vested in and come unto the said *Sir R. T. Sir VV. S. &c.* or some of them, as Trustees of *T. late Earl of W.* for and during all the rest and residue of the said term of 60 years in the said recited Letters Patents granted yet to come and unexpired.

And

And whereas there hath grown a Treaty of a Marriage to be had and solemnized between the said *H. Earl of W.* and the Lady *M. S.* one of the Daughters of the said *W. Lord M. of H.* And there being Propositions made on the one part for Jointure and of the other part for Portion, The said *Lord M.* hath declared his Intention to give for the Marriage-portion of his said Daughter the Sum of 6000 *l.* in case a Joynture of 1200 *l. per annum* could be made and settled or secured to be settled upon the said Lady *M. S.* But the Estate of the said *Earl of W.* stands so as that no such Joynture can at present be made.

Marriage to be had.

No joynture can at present be made.

And whereas the said *Sir W. W.* and other the said Trustees of the said *T. late Earl of W.* of and in the said Premises and divers other Manors, Lands, Tenements and Hereditaments are trusted for the payment of his Debts in such manner as in a certain Declaration of the said late *Earl* dated, &c. is expressed, and have thereby power to make satisfaction to such persons from whom any Monies shall be taken up for payment of other of the Creditors of the said late *Earl*; And the said *Sir W. W.* and *T. W.* have thereby power to sell the said Lease of *W.* and other the Premises before mentioned, for payment of the Debts of the said late *Earl*, or such Debts as shall be translated as aforesaid.

Rectral of the Trustees power to sell for payment of Debts.

And whereas the said *Sir W. W.* and *T. W.* have formerly received of the Right Honourable *F. Lord W. of P.* the sum of 3000 *l.* being part of the Marriage-portion of the Lady *D.* lately deceased, former Wife of the said *H. Earl of W.* and Daughter of the said *Lord W.* for and towards the payment of the said Debts of the said late *Earl*.

And that they had received 3000 *l.* being the Assignors former Wives Portion towards paying the Debts. And he is willing they shall also receive this Wives Portion 6000 *l.*

And the said *H. Earl of W.* hath declared, and, by these Presents, doth declare, That he is willing that the said 6000 *li.* being the Portion of the said Lady *M.* should be paid unto the said *Sir W. W.* and *T. W.* for and towards the payment of the said Debts of his said Father, so as Security be given to the said *Lord M. of H.* in manner hereafter limited, for the settling of a Jointure of 1200 *li. per annum* upon the said Lady *M. S.*

Upon consideration of all which Premises; And for the better accommodation of the Business, It hath been concluded and agreed by and between all the said Parties to these Presents; That all the said 6000 *l.* Portion should be paid unto the said *Sir W. W.* and *T. W.* for and towards the payment of the Debts of the said *T. late Earl of W.* according to the Trust in them reposed; And that the said Lease of the said late Priory of *W.* and other the Premises before mentioned should be conveyed unto the said *W. Lord M. of H.* and *Hen. Lord B.* in such sort as the same are herein after mentioned to be conveyed for the securing of a Joynture of 1200 *l. per annum*, to be made unto the said Lady *M.* in manner as is herein after mentioned; And thereupon the said *W. Lord M. of H.* hath accordingly paid and secured to be paid the said 6000 *l.* Portion.

Which is agreed accordingly and that the premises should be conveyed for securing a Joynture to be made.

Now this Indenture witnesseth, That the said *H. Earl of W.* *Sir R. T. Sir W. S. &c.* for and in consideration of the Sum of 6000 *l.* of lawful, &c. to the said *Sir W. W.* and *T. W.* in hand paid and secured to be paid by the said *W. Lord M. of H.* at and before the Sealing and Delivery of this present Indenture, to be disposed of, for and towards the payment of the Debts of the said late *Earl of W.* according to the Trust in them reposed; The receipt of all which Money and Security the said *Sir W. W.* and *T. W.* do hereby acknowledge, and thereof, and of every

All the parties of the first part in consideration of the 6000 *l.* paid and secured to be paid to two of them.

M

part

And 10 s. a-
piece to the
rest.

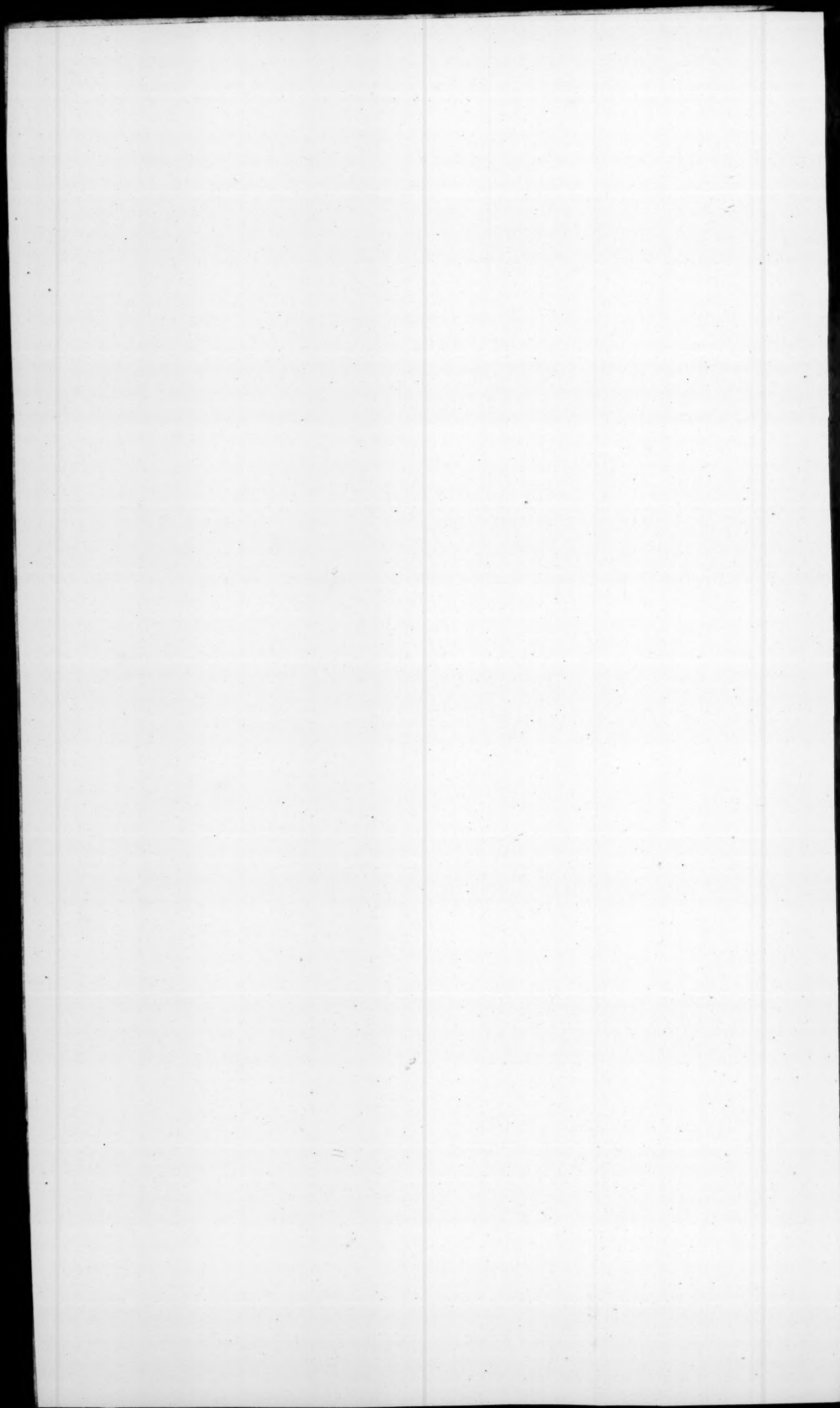
Assign to the
Ladies Father
and Brother.

Habend.

Proviso to be
void upon set-
ting a joynture
within
three years or
if she dies
within that
time.

part and parcel thereof, do clearly and absolutely acquit and discharge the said W. Lord M. of H. and H. Lord B. for ever by these Presents; And also in Consideration of the Sum of 10 s. of like lawful, &c. to them the said H. E. of W. Sir R. T. Sir W. S. &c. in hand also paid by the said W. Lord M. of H. and H. Lord B. at and before the Sealing and Delivery hereof, the Receipt whereof they the said H. Earl of W. Sir R. T. Sir W. S. &c. do also hereby acknowledge, and for divers other good Causes and Considerations them moving, *They* the said H. Earl of W. Sir R. T. Sir W. S. &c. have aliened, bargained, sold, assigned and set over, and by these Presents do alien, bargain, sell, assign and set over unto the said W. Lord M. of H. and H. Lord B. their Executors and Assigns, *All* and singular the said Granges, Farms, Capital Messuages, Site, Precinct and Demesnes of the said late Monastery, Messuages, Mills, Lands, Meadows, Pastures, Tenements, Liberties, Franchises, Hereditaments and Premises whatsoever herein before mentioned, and in and by the said recited Letters Patents demised and granted, or mentioned to be demised or granted, with all and singular their and every of their Appurtenances; *And all* the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said H. Earl of W. Sir R. T. Sir W. S. &c. or of any of them, of, in and to the same and every part or parcel thereof; Together also with the said recited Letters Patents, *And all* Deeds of Assignment only thereof, and all other Charters, Writings, Evidences, Escripts and Minuments touching and concerning the said Premises only, or only any part thereof, *To have and to hold* the said Granges, Farms, Capital Messuages, Site, Precinct and Demesne of the said late Monastery, Messuages, Mills, Lands, Meadows, Pastures, Tenements, Hereditaments, and all and singular other the Premises whatsoever hereby granted and assigned, or mentioned to be granted and assigned with their and every of their Appurtenances unto the said W. Lord M. of H. and H. Lord B. their Executors, Administrators and Assigns, from henceforth, for and during all the rest and residue of the said term of 60 years in the said Letters Patents mentioned yet to come and unexpired; *Provided always*, and upon this Condition nevertheless, If the said H. Earl of W. or the said Sir W. W. and T. W. or any of them, or any of their Heirs, or any other person or persons by their or any of their appointment or procurement shall at any time or times within the space of 3 years next ensuing the day of the date of these Presents, by good and sufficient Conveyance and Assurance in the Law, well and sufficiently convey, assure and settle a good and indefeasible Estate of Inheritance in the Law unto or upon the said Lady M. S. for and during the term of her natural life, for and in the name of her Joynture, of and in any Manors, Lands, Tenements or Hereditaments of a good Title, being not Rents-Charge, Rectories nor Tithes, and within the Kingdom of *England*, which then shall be of the clear yearly value of 1200 l. of lawful, &c. (above all Charges, Incumbrances and Reprizes issuing and going out of the same,) to take effect in possession either from and immediately after such Assurance within the time aforesaid made, or from and immediately after the death of the said H. Earl of W. Or if the said Lady M. shall happen to dye in the mean time within the said three years, That then and from thenceforth in either of the said Cases, this present Indenture and the Grant and Assignment herein contained shall cease and become void.

And



And it is farther concluded and agreed by and between all the said Parties to these Presents, That in the mean time during the life of the said H. Earl of W. it shall and may be lawful to and for the said Sir W. W. and T. W. their Executors and Administrators to receive and take the Rents, Issues and Profits of all and singular the Premises without the lett and interruption of the said W. Lord M. of H. and H. Lord B. or either of them, their, or either of their Executors, Administrators or Assigns, or of any person or persons claiming by, from, or under them or any of them, and without any Accompt to be made or given to them or any of them for the same, these Presents or any thing herein contained to the contrary notwithstanding, They the said Sir W. W. and T. W. their Executors and Assigns paying the Rents that shall grow due or be charged upon the Premises.

And in the mean time permit the Assignor intended Husband to enjoy for his life.

And it is farther agreed, That from and after the death of the said H. Earl of W. until such Joynture settled as aforesaid, they the said W. Lord M. of H. and H. Lord B. and their Assigns, shall and may receive and take the profits of the Premises without any Accompt to be rendred for the same to the said Sir R. T. and Sir W. S. &c. their Executors or Administrators; And the said Sir R. T. doth for himself, his Executors and Administrators, covenant and grant to and with the said W. Lord M. of H. and H. Lord B. their Executors, Administrators and Assigns by these Presents, That he the said Sir R. T. hath not done, or willingly and wittingly suffered to be done, any act or thing whereby the said Premises hereby granted or mentioned to be granted, are or may be any way impeached, charged or incumbered in Title, Charge, Estate, or otherwise; In witness, &c.

And after his death the Assignees to enjoy till Joynture made.

Covenant done no Act to incumber.

A Bargain and Sale for a Year.

This Indenture made, &c. between T. H. of W. in the County of K. Esq; of th' one part, and Sir G. S. of, &c. and W. S. Esq; Son and Heir apparent of the said Sir G. S. of the other part, Witnesseth, That the better to enable the said T. H. to grant, release and convey the Messuages, Lands, Tenements and Hereditaments herein after mentioned unto the said Sir G. S. and W. S. and their Heirs, to such uses, intents and purposes, and in such sort, manner and form as the same are intended to be granted, released and conveyed by the said T. H. by Indenture intended to bear date the day next after the day of the date hereof; He the said T. H. for and in consideration of the Sum of 5 s. of lawful, &c. to him in hand paid by the said Sir G. S. and W. S. at or before the Sealing and delivery of this present Indenture, The receipt whereof the said T. H. doth hereby acknowledge, Hath bargained and sold, and by these Presents doth bargain and sell unto the said Sir G. S. and W. S. All that capital Messuage called W. &c. And also all and singular other the Messuages, Lands, Tenements, Woods, Under-woods and Hereditaments whatsoever of him the said T. H. or whereof or wherein he now hath or ever had any estate of Inheritance situate, lying or being in W. aforesaid in the said County of K. with all and singular their and every of their appurtenances, and the Reversion and Reversions, Re-

mainder and Remainders of all and singular the Premises, and all Rents and Reservations reserved or payable by or upon any Demises, Leases, or Grants heretofore made or granted of the Premises, or of any part or parcel thereof; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever, hereby bargained and sold, or mentioned to be bargained and sold with their and every of their appurtenances unto the said Sir G. S. and W. S. their Executors, Administrators and Assigns, from the first day of this instant, &c. for and during the full term of one whole year from thenceforth next ensuing, and fully to be compleat and ended; **In witness**, &c.

A Settlement upon Marriage by Release.

Before Marriage.

Recital of the Lease for one year.

This Indenture made, &c. between T. H. of W. in, &c. of the one part, and Sir G. S. of, &c. Knight, and W. S. Son and Heir apparent of, &c. of th' other part, **Whereas** a Marriage is intended by the Grace of God to be shortly hereafter had and solemnized between the said T. H. and E. S. one of the Daughters of the said Sir G. S. **And whereas** also the better to enable the said T. H. to grant, release and convey the Messuages, Lands, Tenements and Hereditaments herein after mentioned unto the said Sir G. S. and W. S. and their Heirs, to such uses, intents and purposes, and in such sort, manner and form as the same are herein after mentioned to be by these Presents granted, released and conveyed; **He** the said T. H. by his Indenture of Bargain and Sale bearing date the day next before the day of the date hereof in consideration of 5 s. therein mentioned, *Did* bargain and sell unto the said Sir G. S. and W. S. *All* that capital Messuage called W. situate near, &c. **And also** all and singular other the Messuages, Lands, Tenements, Woods, Under-woods and Hereditaments whatsoever of him the said T. H. or whereof or wherein he now hath or ever had any estate of Inheritance lying or being in W. aforesaid in the said County of K. with all and singular their and every of their appurtenances, and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises; And all Rents and Reservations reserved, or payable by or upon any Demises, Leases or Grants heretofore made or granted of the Premises, or of any part or parcel thereof; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever thereby bargained and sold, or mentioned to be bargained and sold with their and every of their appurtenances unto the said Sir G. S. and W. S. their Executors, Administrators and Assigns, from the first day of this instant—— for and during the full term of one whole year from thenceforth next ensuing and fully to be compleat and ended, as in and by the said Indenture (relation being thereunto had) more plainly it doth and may appear; *By force* and virtue of which said Indenture and of the Bargain and Sale therein contained, the said Sir G. S. and W. S. do now at the time of the sealing and delivery hereof, stand lawfully possessed of, and in all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises thereby bargained and sold for and during all the residue of the said term therein yet to come and unexpired.

Now

Now this Indenture witnesseth, That in Consideration of the said Consideration:
 Marriage, and of the sum of 2200 l. of lawful, &c. to the said T. H.
 in hand paid by the said Sir G. S. at or before the Sealing and Delivery
 of this present Indenture for the Marriage-portion of the said E. his
 Daughter, the Receipt of which sum the said T. H. doth hereby ac-
 knowledge, and hereof, &c. by these Presents, and for the settling and
 assuring of a competent Joynture and maintenance for the said E. during
 her life, and also for the settling, conveying and assuring of all and sin-
 gular the said Messuages, Lands, Tenements, Hereditaments and Pre-
 mises in such sort, manner and form as the same are herein after men-
 tioned to be respectively settled and conveyed, and for divers other
 good Causes and Considerations him the said T. H. especially moving ;
 He the said T. H. hath granted, remised, released, aliened, enfeoffed
 and confirmed, and by these Presents doth grant, remise, release, alien,
 enfeoff and confirm unto the said Sir G. S. and W. S. their Heirs and
 Assigns, All and singular the said Messuages, Lands, Tenements and
 Hereditaments herein before mentioned, and all and singular other the
 Premises whatsoever, which in and by the said recited Indenture are
 bargained and sold, or mentioned to be bargained and sold with all
 and singular their and every of their appurtenances ; And also the Re-
 version and Reversions, Remainder and Remainders of all and singular
 the Premises, and the Rents, Services and Profits to them or any of them
 incident, belonging or appertaining ; And all Rents, Profits and Reser-
 vations reserved or payable by or upon any Demise, Lease or Grant, De-
 mises, Leases or Grants had, made or granted, or mentioned to be made
 or granted of the Premises hereby granted, or mentioned to be granted,
 or of any of them ; And also all and every the Estate, Right, Title,
 Interest, Use, Possession, Property, Benefit, Trust, Claim and De-
 mand whatsoever of him the said T. H. of, in and to all and singular
 the said Messuages, Lands, Tenements, Hereditaments and Premises
 whatsoever hereby granted or mentioned to be granted, or of, in or to
 any part or parcel thereof, **To have and to hold** the said Messuages, Habend:
 Lands, Tenements, Hereditaments, and all and singular other the Pre-
 mises hereby granted or mentioned to be granted, with all and singular
 their and every of their appurtenances unto the said Sir G. S. and W. S.
 their Heirs and Assigns for ever, **To** the several uses and behoofs herein
 after declared, mentioned, limited and expressed concerning the same
 respectively, and to no other use, intent or purpose whatsoever (that
 is to say) **As for and concerning** all and singular the said Messuages,
 Lands, Tenements, Hereditaments and Premises whatsoever hereby
 granted or mentioned to be granted, with their and every of their ap-
 purtenances, **To the use and behoof** of the said T. H. for and during
 the term of his natural life, without impeachment of or for any man-
 ner of waste, and from and after the determination of that Estate, **To**
 the use and behoof of the said W. S. Party to these Presents, and N. S.
 of, &c. Brother of the said W. S. their Heirs and Assigns, for and during
 all the time of the natural life of the said T. H. *Upon Trust* only for the
 preserving the contingent uses and estates herein after limited, and to
 make Entries for the same (if the same shall be needful) but that the
 said W. S. and N. S. their Heirs and Assigns, shall not convert the Rents
 Issues or Profits thereof to their own use ; And from and immediately
 after the death of the said T. H. **Then as for and concerning** the said
 capital

To the Hus-
band for life.

Remainder to
Trustees for
his life to pre-
serve Remain-
ders.

The Joynture
Lands.

To the Wife
for Joynture.

Remainder as
to the whole.

To the first
Son of the
Husband and
the Heirs
Males of such
first Son, &c.

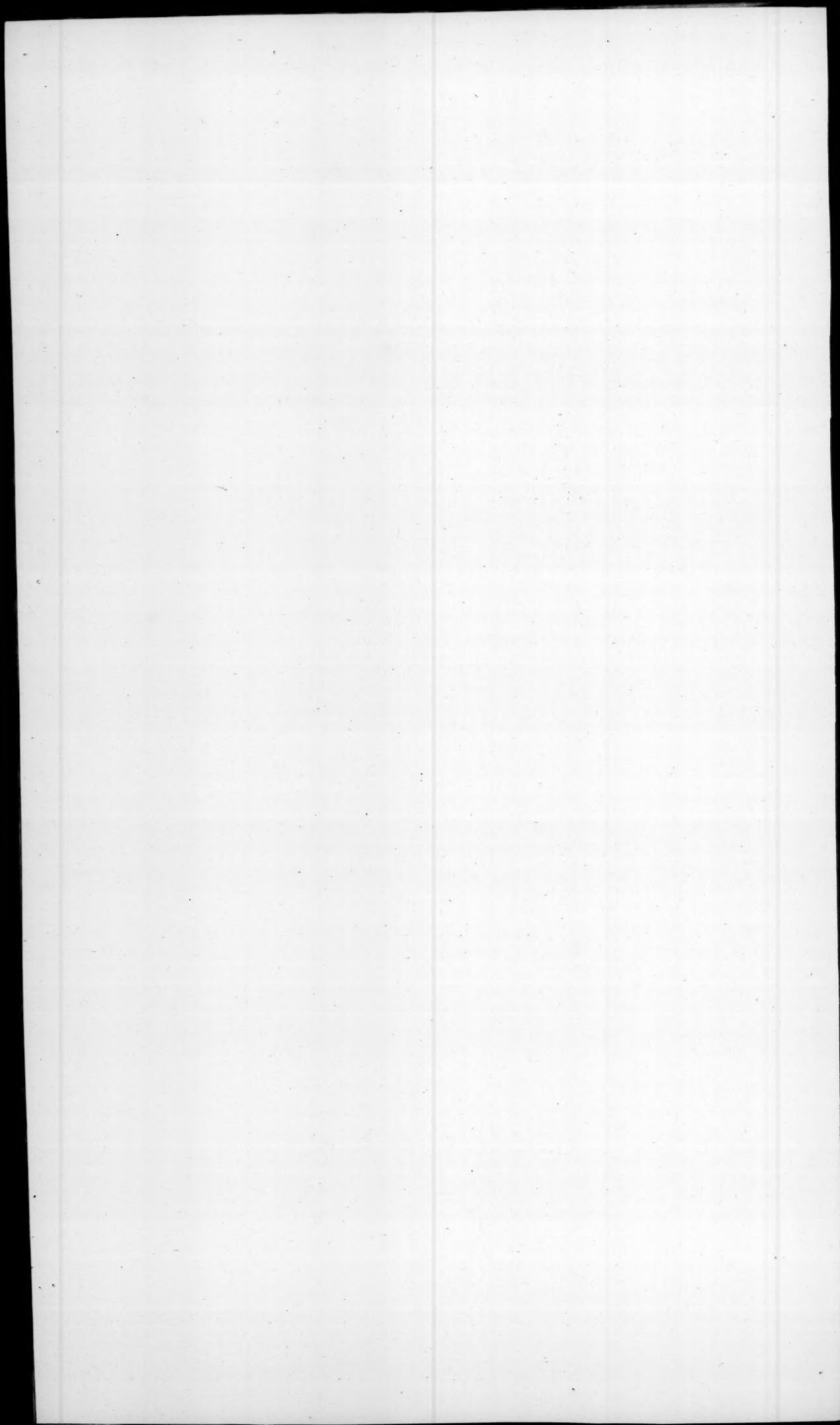
Remainder to
his right Heirs

Covenant
owner of the
Premises.

Seised in Fee.

Power to con-
vey.

capital Messuages called *W. H.* with all the Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-sides, Profits, Commodities and appurtenances to the same belonging, late in the tenure and occupation of the said *P. P. Widow*, or her Assigns, and now in the tenure or occupation of the said *T. P.* or his Assigns, and the said piece or parcel of Pasture-land called *B. &c.* And all those the said 8 pieces or parcels of Upland lying and being in *W.* aforesaid, containing by estimation 67 Acres, be the same more or less, now or late in the tenure or occupation of *J. H.* or his Assigns, adjoining to the East of, &c. **To the use** and behoof of the said *E. S.* for and during all the term of her natural life, for and in the name of her Joynture, and in full recompence, lieu and satisfaction of all Dower which she may or otherwise might claim, have or challenge in all or any the Manors, Lands, Tenements or Hereditaments of the said *T. H.* her intended Husband, **And** as well for and concerning the same Premises so limited to the said *E.* for Joynture as aforesaid, from and immediately after the decease of her the said *E.* **As also** for and concerning all and singular other the Messuages, Lands, Tenements, Woods, Underwoods, Hereditaments and Premises whatsoever herein before mentioned, and which are not limited to the said *E.* for Joynture from and immediately after the decease of the said *T. H.* **To the use** and behoof of the first Son of the said *T. H.* and the Heirs-males of the body of such first Son lawfully to be begotten, and for default of such Issue, **To the use** and behoof of the second Son of the said *T. H.* &c. (in the like words to the 6th.) and for default of, &c. **To the use**, &c. of the 6th. 7th. 8th. 9th. 10th. and all other the Son of the said *T. H.* severally and successively one after another in order and course as they shall be in order and seniority of age and priority of Birth, and the several Heirs-males of their several and respective bodies lawfully to be begotten; The elder of the said Sons and the Heirs-males of his body being always preferred before the younger and the Heirs-males of their bodies; And for default of such Issue, **To the use** and behoof of the right Heirs of the said *T. H.* for ever; **And the said T. H.** for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said *Sir G. S.* and *W. S.* their Heirs, Executors and Administrators by these Presents in manner and form following, (that is to say) That he the said *T. H.* at and immediately before the Sealing and Delivery of this present Indenture, is the sole, true and lawful Owner and Proprietor of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises hereby granted or mentioned to be granted, and of every part and parcel thereof with th' Appurtenances; **And** solely, lawfully, rightfully and absolutely seised thereof and of every part and parcel thereof with the Appurtenances of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any manner of condition, contingent proviso, or limitation of use, or other matter or thing to determine, alter or change, or which may any way hinder the arising of any the use or uses herein before mentioned or intended to be raised or limited concerning the same; **And that** he the said *T. H.* now hath good right, full power, and lawful authority in himself to convey, assure and settle all and singular the same Premises and every part thereof with th' appurtenances, to the uses and in manner and form aforesaid; **And that** from and after the decease of



of the said *T. H.* the said *E.* and her Assigns, during her life and the said several Sons of the said *T. H.* and the several Heirs Males of their several bodies according to the intent and true meaning of these Presents, and of the limitations herein before mentioned, shall or lawfully may from time to time and at all times during all the continuance of all their several and respective Estates hereby limited or mentioned and intended to be limited, freely, quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said several Messuages, Lands, Tenements, Hereditaments and Premises hereby to them respectively limited or mentioned or intended to be limited, and the Rents and Profits thereof and of every part thereof receive and take without the lawful lett, trouble, interruption, eviction or ejection of any person or persons whomsoever; And that also free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joyntures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Amerciaments, Debts, Duties, Judgments, Statutes-Merchant and of the Staple, Recognisances and all other Debts of Record, Decrees, Sequestrations, Seisures, Executions, Extents, Charges, Troubles, Forfeitures and Incumbrances whatsoever (One Lease heretofore made by the said *T. H.* unto the said *P. P.* by Indenture dated the, &c. day of, &c. in the 24th year of &c. Of the said capital Messuage called *W.* and all other the Lands, Tenements and Hereditaments in the said Indenture of Lease mentioned, To hold from the Feast of, &c. then last past, for the term of --- years, under the yearly Rent of ---- pounds during all the said term payable as is therein mentioned, And one other Lease heretofore made by the said *T. H.* unto the said *J. B.* by Indenture, &c.) All which said several yearly Rents reserved upon the said several Leases will during the same Leases respectively be payable unto such person and persons to whom the immediate Freehold of the same Premises shall by the true intent and meaning of these Presents belong; And all such Rents and Services as shall become due and payable to the chief Lord and Lords of whom the same Premises are holden in Fee for and in respect of the Tenure thereof only excepted and foreprized.

That the Joyntress and Heirs &c. shall quietly enjoy.

Free from Incumbrances;

Except Leases &c.

And farther the said *T. H.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said Sir *G. S.* and *W. S.* their Heirs, Executors and Administrators by these Presents, That he the said *T. H.* and all and every other person and persons whatsoever having or lawfully claiming, or which shall or may have, or lawfully claim any Estate, Right, Title or Interest of, in or to the Premises hereby granted or mentioned to be granted (other than the said Persons and Lessees whose Estates and Interests are herein before excepted for and in respect only of the same Estates so excepted) shall and will from time to time and at all and every time and times within the space of 7 years next ensuing the date hereof at and upon the reasonable request of the said Sir *G. S.* and *W. S.* or their Heirs, but at the proper costs and charges of the said *T. H.* and his Heirs, do, make, levy, execute, acknowledge and suffer All and every such farther and other reasonable act and acts, thing and things. devise and devises, assurance and assurances, conveyance and conveyances in the Law for the farther, better and more perfect assurance, settling and

Further assurance.

and conveying of the said Messuages, Lands, Tenements, Hereditaments and Premises hereby granted or mentioned to be granted with th' Appurtenances to the uses and behoofs herein before mentioned concerning the same respectively; be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Common Recovery or Recoveries, with double, single or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said ways or means, or by any other ways or means in the Law whatsoever, as by the said Sir G. S. and VV. S. their Heirs or Assigns, or their or any of their Council learned in the Law shall be reasonably devised, advised or required. In witness, &c.

Quere, what
Provisions for
her Daughters
or younger
Sons.

Deed to lead the use of a Fine Sur Concessit.

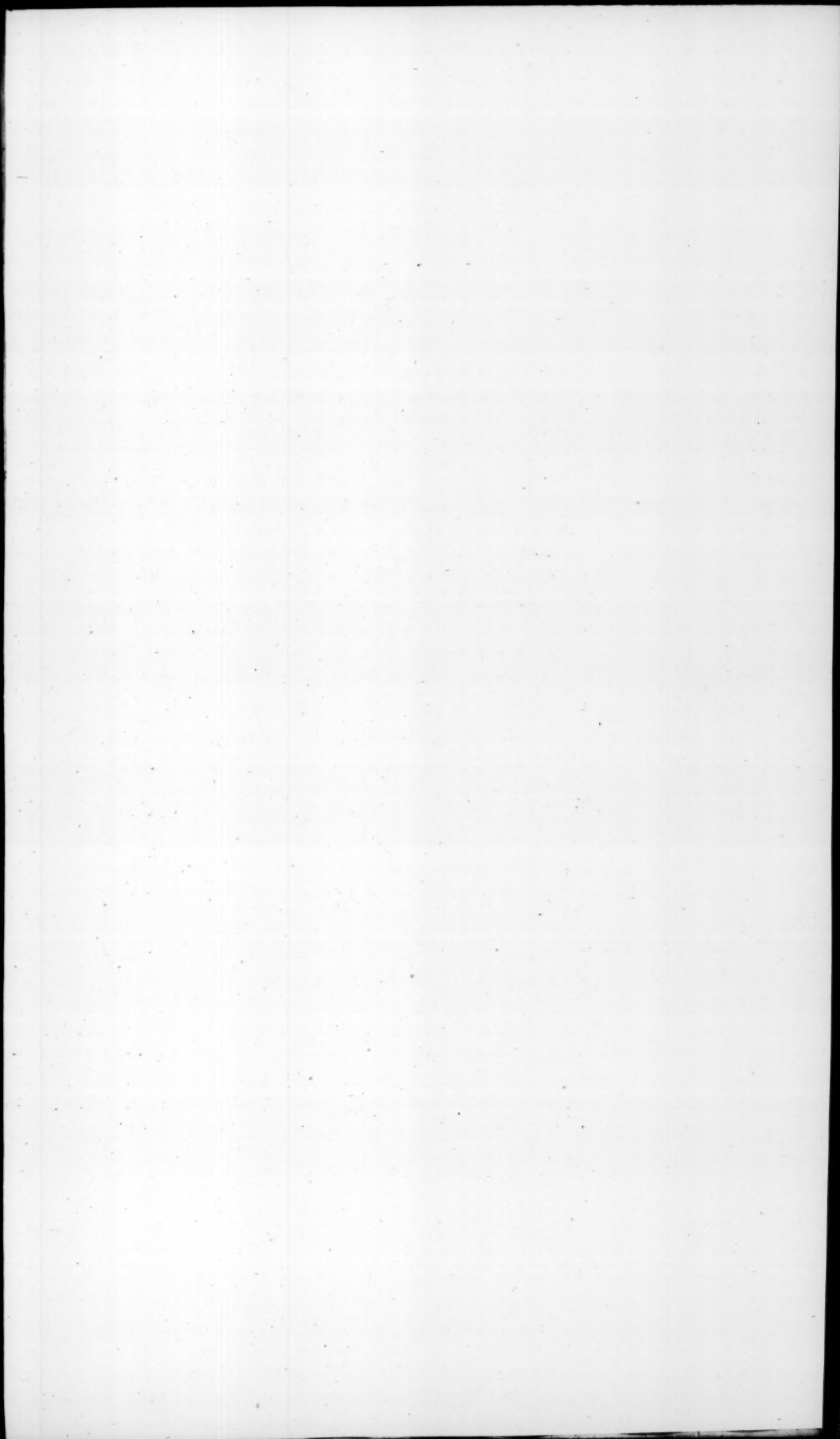
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the Precipe.

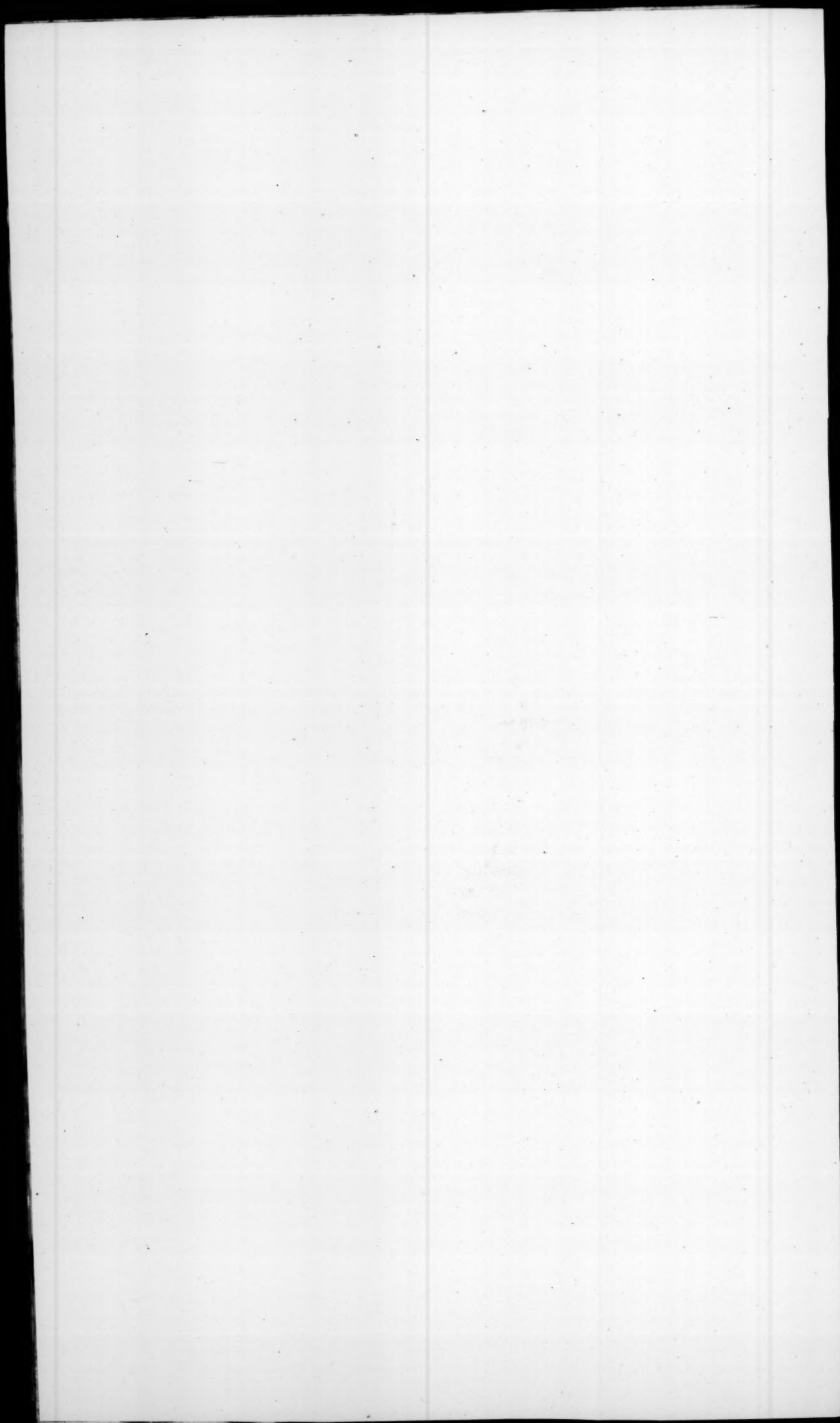
This Indenture, &c. between A. B. of the one part, and * C. D. and E. F. of the other part, Witnesseth, That for divers good Causes and Considerations the said Parties hereunto moving, It is hereby covenanted, granted, concluded and agreed upon by and between all and every the said Parties to these Presents for them and their Heirs; And the said A. B. doth for him and his Heirs covenant, promise and grant to and with the said C. D. and E. F. their Heirs and Assigns by these Presents, That he the said A. B. shall and will before the end of Easter Term next ensuing the date of these Presents, acknowledge and levy in due form of Law according to the Laws and Statutes of England unto the said C. D. and E. F. or to the Survivor of them, one or more Fine or Fines *Sur Concessit*, whereby the said A. B. shall grant to such Conusee or Conusees, or his or their Heirs for and during all the term of the natural life of the said A. B. Of all that the Castle of, &c. by the name and names of, &c. or by such other apt and convenient name and names, numbers of Messuages and Acres, quantities of Land and other things as shall be fit and requisite; Which said Fine or Fines so to be had, acknowledged and levied as aforesaid, shall enure and be, and shall be construed, deemed, adjudged and taken to enure and be, To the use and behoof of such Conusee or Conusees and his or their Heirs during all the term of the natural life of the said A. B. In witness, &c.

Covenant to
levy a Fine at
the grand Sessions in Wales.

That they the said VV. Lord M. of H. and the Lady F. Marchioness of H. shall and will at the next great and general Sessions to be held for the County of P. acknowledge and levy before the Justices there one or more Fine or Fines, *Sur Conusans de Droit come ceo*, &c. to be ingrossed, recorded and sued forth with Proclamations according to the Statutes in that Case made and provided, and the usual course of Fines with Proclamations in such Cases used unto the said J. S. and J. C. and their Heirs, or the Heirs of one of them, or to the Survivor of them and his Heirs, of all those the Manors of, &c.

Release





Release by a Person in whose Name an Estate was purchast in Trust, to the Person for whom he was so nominated in Trust.

This Indenture made the, &c. between A.B. of, &c. in the County of, &c. of th' one part; and E. H. of, &c. of the other part; Recital.
Whereas by one Indenture bearing date the, &c. now last past before the date hereof, made or mentioned to be made between T.C. of H. in the County of W. Esquire of th' one part, and the said A.B. of the other part; It is witnessed, That the said T. C. for and in consideration of the Sum of 1100*l.* paid by the said A.B. to the said T.C. Hath bargained, sold, given, granted, enfeoffed and confirmed unto the said A.B. his Heirs and Assigns for ever; *Al* that the Manor of G. &c. Together with all and singlar Houses, &c. Together also with all Deeds, Evidences, &c. All and singular which said Manor, &c. are scituate, lying and being in, &c. and at the time of the Sealing of the said Indenture, or late before, were in the tenure, &c. As by the said Indenture (relation, &c.)

Now this Indenture witnesseth, That the said A. B. doth hereby acknowledge that his name was used in the said Conveyance by the special nomination and appointment of the said E. H. and in trust for him, and that 600*l.* already paid unto the said T.C. for the purchase thereof was the proper Monies of the said E. H. and the residue of the said 1100*l.* is to be paid by him the said E. H. And therefore in pursuance of the Trust in him the said A. B. reposed by the said E. H. He the said A.B. hath granted, remised, released and confirmed; Acknowledgement of the Trust.
 And by these Presents, doth grant, remise, release and confirm unto the said E. H. his Heirs and Assigns, All and singular the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises before mentioned, and all other the Lands and Hereditaments whatsoever which in and by the said recited Indenture were granted and conveyed unto him the said A.B. of all which Premises the said E. H. is now in full Possession, by virtue of a Bargain and Sale thereof to him made by the said A. B. for the term of a year from the, &c. day of this instant M. As by the Indenture bearing date the day next before the day of the date hereof may appear. Release.

And the said A. B. doth farther by these Presents, (for the consideration aforesaid) grant, remise, release and confirm unto the said E.B. his Heirs and Assigns, the Reversion and Reversions, Remainder and Remainders of all and singular the Premises; and of every part and parcel thereof; And the Rents, Services and Profits thereunto incident and belonging; **And** also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of him the said A. B. of, in and to the same Premises, and every part and parcel thereof; **To have and to hold** the said Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or mentioned to be granted, with their and every of their Appurtenances, unto the said E.H. his Heirs and Assigns for ever; **To th'** only proper use and behoof of the said E. H. his Heirs and Assigns for ever, and to none other use, intent or purpose. The Grantee in Possession by a Lease for a year.
Reversion.

And the said A.B. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said E.H. his Heirs and Assigns, by these Presents, That he, the said A. B. hath not done, or willingly and wittingly suffered to Habend.
Covenant not done any A& to incumber.

be done, any act or thing whereby the said Manor, Messuages, Lands and Premises, or any of them, are or may be any way impeached, charged or incumbered in Title, Charge, Estate or otherwise.

Recital of a
Statute taken
in trust.

And whereas the said T.C. by one Recognizance or Writing Obligatory in the nature of a Statute-staple taken and acknowledged before J. K. Mayor of the Staple at *Westminster*, and W. S. Recorder of the City of L. did become bounden to the said A.B. in the Sum of 2000 L. payable as in and by the said Writing or Recognizance made in the nature of a Statute-staple, as aforesaid, bearing date the, &c. now last past before the date hereof, (relation, &c.) more fully, &c. may appear, The said A.B. doth hereby acknowledge that the name of him the said A.B. was made use of therein only in Trust for the said E.H.

Assignment of
the Statute.

And therefore this Indenture farther witnesseth, That the said A.B. hath assigned and set-over, and as far as in him lieth, doth by these Presents, assign and set-over unto the said E.H. his Executors, Administrators and Assigns, the said recited Writing Obligatory or Recognizance, and Sum of Mony therein contained; And all Estate, Right, Title, Benefit, Advantage, Claim and Demand whatsoever which he the said A.B. hath or ought to have of, in and to the same.

Letter of At-
torney.

And the said A.B. doth make, ordain, appoint, and in his place and stead put the said E.H. his true and lawful Attorney irrevocable for and in the name of him the said A.B. but for the only use of the said E.H. to extend and cause to be extended by virtue of or upon the said Recognizance or Writing Obligatory, any Lands, Tenements or Hereditaments whatsoever, which were the said T.C. either at the time of his acknowledging or entering into the said Writing Obligatory or Recognizance, or at any time after, and all or any other Lands, Tenements, Hereditaments, Goods or Chattels, which are or may be any way subject or liable to be extended by virtue of or upon the said Recognizance or Writing Obligatory; And to do and procure to be done all and every Act and Acts by virtue of a Writ of *Liberari facias*, or otherwise, as shall or may be necessary or expedient for the executing or perfecting of any such Extent or Extents.

Power to ex-
tend Lands
upon it.

And the said A.B. for himself, his Executors and Administrators doth covenant, grant and agree to and with the said E.H. his Executors and Administrators, by these Presents, That he, the said A.B. his Executors and Administrators, shall and will from time to time and at all times hereafter quietly permit and suffer the said E.H. his Executors, Administrators or Assigns, in the name of the said A.B. his Executors or Administrators, to extend and cause to be extended any Lands, Tenements or Hereditaments, Goods or Chattels, upon the said Recognizance or Writing Obligatory which are or may be subject or liable to such Extent; and to do and procure to be done all and every Act and Acts which shall or may be necessary or expedient for the perfecting of any such Extent.

Assurance to
be made of
Lands extend-
ed.

And that the said A.B. his Executors and Administrators, shall and will from time to time, and at all times, from and after such time as any Lands, Tenements or Hereditaments shall happen to be extended or taken in Extent upon the said Recognizance or Writing Obligatory, or by virtue thereof, or of any Process that shall issue, go out or be made thereupon, at the reasonable request, costs and charges in the Law of the said E.H. his Executors or Administrators, or some of them, make, do, acknow-

acknowledge and execute all and every such lawful and reasonable Act and Acts, Devise and Devises, Assurance and Assurances, for the granting, assigning and setting over unto the said *E. H.* his Executors, Administrators and Assigns, or to any other person and persons, such as the said *E. H.* shall nominate or appoint, and his and their Executors and Assigns, all such Lands, Tenements and Hereditaments as shall so happen to be extended or taken in extent; **To have and to hold** the same during the continuance of every such Extent and Extents.

And farther, That he the said *A. B.* hath not releafed or discharged the said Recognizance or Writing Obligatory; And that he the said *A. B.* his Executors or Administrators, or any of them, shall not at any time hereafter release or discharge the said Recognizance or Writing Obligatory, or do, or willingly and wittingly suffer any act, matter or thing, whereby or by means whereof the same shall or may become frustrate or made void, without the consent of the said *E. H.* his Executors or Administrators, unless he or they shall be by the Order or Decree of some Court of Justice or other Authority compelled thereunto.

Hath not released nor will release.

And the said *E. H.* for himself, his Executors and Administrators, and every of them, doth covenant and grant to and with the said *A. B.* his Executors and Administrators, by these Presents, That he, the said *E. H.* his Executors and Administrators, shall and will, from time to time, and at all times hereafter, save and keep harmless the said *A. B.* his Executors and Administrators, and every of them, of and from all loss and damage, for and in respect of any Power or Authority hereby given to the said *E. H.* touching or concerning the said Statute or Recognizance. **In witness, &c.**

Assignee of the Statute covenants to indemnify the Assignor.

Deed to lead the Use of a Fine, and a Recovery to be levied and suffered.

This Indenture tripartite made, &c. between *J. E.* of *A.* in the County of *S.* Esquire, and *M.* his Wife, of the first part; *A.* and *B.* of the second part; and *C.* and *D.* of the third part; **Witnesseth,** That for divers good Causes and Considerations the said Parties hereunto moving, It is hereby covenanted, granted, concluded and agreed upon between all and every the said Parties to these Presents, for them and their Heirs; And the said *J. E.* doth for him and his Heirs covenant, promise and grant to and with the said *A.* and *B.* their Heirs and Assigns, by these Presents, That he the said *J. E.* and *M.* his Wife, shall and will before the end of *Trinity* Term next ensuing the date hereof, acknowledge and levy in due form of Law, according to the Laws and Statutes of *England*, one Fine *Sur Conusans de Droit come ceo*, &c. to be ingrossed, recorded and sued forth with Proclamations, according to the Laws and Statutes in that case made and provided, and the usual course of Fines with Proclamations in such case used, unto the said *A.* and *B.* and their Heirs, or to the Heirs of one of them, or to the Survivor of them and his Heirs, of all that Capital Messuage and Farm situate, &c. by such name and names, number of Messuages and Acres, quantities and qualities of Land, and other things as shall be fit and requisite in

Husband and Wife Cognitors in the Fine, the Husband being also Vouchee in the Recovery, First part. Tenant to the *Præcipe*. Second part. Demandants in the Recovery. Third part. Husband covenants that he and his Wife will levy a Fine.

Premises.

To the use of
the Cognizees
to make Te-
nants to the
Precipt.

that behalf; Which said Fine so to be acknowledged and levied as afore-
said, and all and every other Fine and Fines in what manner and form
soever, after the day of the date of these Presents levied or acknowledged,
or to be levied and acknowledged of the Premises or of any part there-
of between the said Parties to these Presents; or any of them, by any
name or names whatsoever, shall be and enure, and shall be construed,
expounded, adjudged, deemed and taken to be and enure, and are here-
by declared and agreed to be and enure to the use and behoof of the
said A. and B. and their Heirs, to the intent and purpose, That the said
A. and B. shall and may be perfect Tenants of the Freehold of the Pre-
mises and of every of them, and of every part and parcel of them, and
every of them, with their and every of their Appurtenances, until a good
and perfect Common Recovery shall and may be had and executed of all
and singular the said Messuages, Lands, Tenements, Hereditaments and
Premises against them the said A. and B. according to the true intent
and meaning of these Presents and the said Parties hereunto.

A Recovery
shall be suffer-
ed.

The County
need not be
named, the
Lands lying
but in one
County.

And, for that purpose, It is farther concluded, condescended and a-
greed unto by and between all and every the said Parties to these Pre-
sents, That after the acknowledging and levying of the said Fine to the
said A. and B. by the said J. E. as afore said, and before the end of Trinity
Term next ensuing the date hereof, a good and perfect Common Re-
covery in the nature of a Common Recovery, for Assurance of Lands,
shall be had, executed and perfected of and for all and singular the Pre-
mises, at the proper costs and charges in the Law of the said J. E. And
that for that end and purpose one Writ of Entry *Sur Dissesin en le poss*
shall be brought in the names of the said C. and D. as Plaintiffs or De-
mandants against the said A. and B. as Tenants of and for all and singu-
lar the said Messuages, Lands, Tenements, Hereditaments and Premises,
with their and every of their Appurtenances, by such names, quantities,
qualities, contents and numbers of Messuages and Acres and other cer-
tainities as shall be apt and convenient; To which Writ the said A. and
B. shall appear *gratis* in their proper persons, and shall and will vouch
to warrant the Premises the said J. E. who shall vouch the common
Vouchee; And such farther Proceedings shall be had thereupon, that
a good and perfect Common Recovery, with Voucher of the said J. E.
shall and may be had, prosecuted and executed in and upon the said
Writ of Entry, in all things, according to the usual order and form of
Common Recoveries with double Voucher for Assurances of Lands in
such cases used.

And it is farther covenanted, concluded, declared and fully agreed un-
to by and between all and every the said Parties to these Presents, for
them and their Heirs; And it is their true intent and meaning, That
from and immediately after such time as the said Common Recovery shall
be had, executed and perfected of the Premises, as afore said, as well the
said Fine as the said Recovery and the Executions thereof respectively,
and all and every other Fine and Fines, Common Recovery and Reco-
veries, and other Assurances of the Premises or any part thereof, by
any name or names whatsoever, shall be and enure, and shall be constru-
ed, expounded, adjudged, deemed and taken to be and enure; And
the said Recoverors and their Heirs, and the Conusees in the said Fine
and their Heirs, and all and every other person and persons whatsoever
which shall stand or be seised of all or any of the said Messuages, &c.
and

and Premises, by force and virtue of the said Fine and Recovery, and either, or otherwise howsoever, shall so stand and be seised thereof, and of every part and parcel thereof, with their and every of their Appurtenances; To the use of the said J. E. and M. his Wife, and the Heirs of the said J. E. for ever; And to and for none other use, intent or purpose whatsoever. In witness, &c.

Uses of the Man and his Wife and Heirs of the Man for ever.

Assignment of a Mortgage-Lease to a Trustee for the use of the Mortgagor.

This Indenture tripartite made, &c. between R. T. of, &c. of the first part; E. C. of, &c. of the second part; and G. C. of, &c. of the third part; Whereas by one Indenture bearing date, &c. made or mentioned to be made between the said E. C. of th' one part, and the said R. T. of th' other part, He the said E. C. (for the Considerations therein mentioned) did demise, grant, bargain and sell unto the said R. T. his Executors, Administrators and Assigns, All that the Manor-house of, B. &c. All which are situate, lying and being in, &c. And all and singular Buildings, Orchards, Gardens, &c. To have, &c. with their and every of their Appurtenances unto the said R. T. his Executors, Administrators or Assigns, from the, &c. day of, &c. last past before the date of the said Indenture, unto the full end and term of 1000 years from thence next ensuing fully to be compleat and ended; As in and by the said Indenture, &c.

Mortgagee first part, Mortgagor second part, Trustee for the Mortgagor third part.

Now this Indenture witnesseth, That the said R. T. by and with the consent, and by the directions of the said E. C. testified by his being a Party to these Presents; And for and in consideration of the Sum of, &c. of lawful, &c. to him in hand paid by the said E. C. for a Debt owing unto him by the said E. C. The Receipt whereof the said R. T. doth, &c. And thereof, &c. doth acquit and discharge the said E. C. by these Presents; Hath aliened, bargained, sold, assigned and set-over; And by these Presents, doth, &c. unto the said G. C. his Executors, Administrators and Assigns in Trust for the said E. C. All that the said Manor-house, &c. And all and singular the said Lands, Tenements, Hereditaments and Premises whatsoever, in and by the said recited Indenture demised, granted, bargained and sold unto him the said R. T. And also all the Estate, &c. of him the said R. T. of, in and to the Premises, and every or any part or parcel thereof; To have, &c. the said Manor-house, &c. and all and singular other the Premises hereby granted and assigned, or mentioned to be granted and assigned, with their, &c. Appurtenances, unto the said G. C. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term of 1000 years yet to come and unexpired; And the said R. T. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said G. C. his Executors, Administrators and Assigns, by these Presents, That he, the said R. T. hath not made any former or other Grant, Bargain, Sale, Assignment or Surrender of the said Manor-house, Lands and Premises, or of any part thereof; Nor done or willingly and wittingly suffered to be done, any act or thing whereby the said Manor-house, &c. or any part thereof are

Mortgagee by assent of the Mortgagor. Consideration;

Assignment in Trust.

Habend.

Covenant hath not made any former Surrender.

Nor done any Act to Incumber the Premises.

or

Except one
Leaf.

or may be impeached, charged or incumbered in Title, Charge, Estate or otherwise; (*One Lease* of the Premises made unto the said *E. C.* by Indenture, bearing date the — day of *M.* &c. To hold unto the said *E. C.* his Executors, Administrators and Assigns, from the — day of *J.* last past before the date of the said Indenture unto the full end and term of 999 years from thence next ensuing and fully to be compleat and ended, only excepted and fore-prized. In witness, &c.

Surrender of a Mortgage.

Recital of the
Mortgage.

Premises.

Habend.

Proviso.

The Mony
not paid.

Consideration
not paid.

Surrender.

This Indenture made, &c. between *J. L.* of *C.* in the County of *N. Esq;* of th' one part, and *Sir E. H.* of *T.* in the County of *K.* Baronet of th' other part, *Whereas* by one Indenture bearing date the — day of — in the year, &c. made or mentioned to be made between the said *Sir E. H. J. A. R. A. T. H. T. C.* and *E. F.* Esquires, and *J. S.* and *J. G.* Gent. of th' one part, and the said *J. L.* of th' other part, *He* the said *Sir E. H.* and also they the said *J. A. R. A.* &c. for and in Consideration of the Sum of 10000 *l.* of lawful, &c. therein mentioned to be paid by the said *J. L.* to the said *Sir E. H.* and for other the Considerations in the said Indenture mentioned, *Did* demise, grant, bargain and sell unto the said *J. L.* his Executors, Administrators and Assigns, *All* those Meadows, &c. And all other the Lands, Tenements and Hereditaments whatsoever of them the said *Sir E. H. J. A. R. A.* &c. or wherein they and every or any of them then or within 5 years then last past had any manner of Estate situate, lying and being within the Isle of *E.* aforesaid; And all Houses, &c. and the Reversion, &c. *To have and to hold* the same Premises unto the said *J. L.* his Executors, Administrators and Assigns, from thenceforth unto the full end and term of 500 years from thence next ensuing, and fully to be compleat and ended without impeachment of or for any manner of waste, under the yearly Rent of a Pepper-corn, and upon and under a Proviso and Condition to be void, upon payment by the said *Sir E. H.* unto the said *J. L.* of 300 *l.* upon the — day of *N.* next ensuing the date of the said Indenture and of 10300 *l.* more upon the 5th day of *M.* which then should be in the year of our Lord, &c. at such place as in the said Indenture is mentioned, as in and by the said Indenture (relation being thereunto had) may more at large appear.

And whereas the said Sum of 10300 *l.* was not paid upon the said ---- day of *M.* in the year of our Lord, &c.

Now this Indenture witnesseth, That the said *J. L.* for and in consideration of the Sum of 10000 *l.* of lawful Mony of *England* to him in hand paid by the said *Sir E. H.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof the said *J. L.* doth hereby acknowledge, and thereof, &c. hath assigned and surrendered, and by these Presents *doth* assign and surrender unto the said *Sir E. H.* his Heirs and Assigns, *All* and singular the said Messuages or Tenements, Lands, Meadows, Pastures, fresh and salt Marishes and other the Hereditaments whatsoever herein before mentioned, and in and by the said recited Indenture demised and granted, or mentioned to be demised and granted

granted unto him the said J. L. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said J. L. of, in and to the Premises, and of, in and to every part and parcel thereof, To have and to hold the said Messuages or Tenements, &c. and all and singular other the Premises, with their and every of their Appurtenances unto the said Sir E. H. his Heirs and Assigns, for such Estate, Term or Interest as he the said J. L. hath or ought to have therein; And the said J. L. for himself, his Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said Sir E. H. his Heirs and Assigns by these Presents, That he the said J. L. hath not done any act or thing whereby the Premises hereby assigned and surrendered, or mentioned to be assigned and surrendered, or any part thereof are or may be any way impeached, charged or incumbered in title, charge, estate or otherwise. In witness, &c.

Habend.

Covenant done, no Act to incumber.

A Deed of Declaration of Trust made by Trustees in a Purchase to prevent future Questions and Differences.

TO all People to whom this present Writing shall come, J. St. A. of, &c. and W. S. of, &c. Send greeting in our Lord God everlasting, Whereas Dame A. D. the Wife of Sir F. D. Knight, did heretofore joyn with her said Husband in the Sale of the Manor of R. and other Lands in the County of G. being the Inheritance of her the said Dame A. upon promise made unto her, and upon trust, hope and confidence, that the Monies for which the said Manor and Lands were so sold, should be laid out and disposed of, for and upon the Purchase of other Lands and Hereditaments, to be settled to the use of the said Sir F. D. and the said Dame A. for their lives, with such Remainders to their Sons severally and successively in tail, and such other uses as are herein after mentioned and expressed in the Declaration hereafter in and by these Presents, made of and concerning the Trusts herein after declared.

Recital of a Sale by Husband and Wife of the Wives Lands.

Upon trust and confidence that the Mony should purchase other Lands.

And whereas afterwards with the Monies for which the said Manor of R. and other Lands in the said County of G. were sold, or with part thereof a Purchase was made of the Manor, Lordship, Scite, Capital Messuage, Mansion-house, Rectory, Parsonage, Lands, Tenements, Meadows, Pastures, Woods, Underwoods, Tithes, Copices and other Hereditaments, granted and conveyed unto, or mentioned to be granted and conveyed unto us the said J. St. A. and W. S. in and by one Indenture bearing date the — day of N. &c. made or mentioned to be made between F. J. of, &c. eldest Son and Heir of F. J. deceased, and W. J. Brother of the said F. J. the Son of the one part, and the said Sir F. D. and us the said J. St. A. and W. S. of the other part (That is to say) Of all that the Manor, Lordship, Scite, Capital Messuage, Farm, Tenement and Demefne Lands of M. B. in the said County of S. And also of all that the Rectory or Parsonage of M. B. and B. G. in the said County of S. by whatsoever name the said Rectory or Parsonage may be called or known, with all and singular their and every of their Appurtenances, And all the Messuages, &c. All which said Manor, Lordship, Scite, Capital

Which accordingly was done, and those other Lands conveyed to the Trustees.

Capital Messuage, Mansion-house, Rectory, Parsonage, Lands, Tenements, Meadows, Pastures, Woods, Under-woods, Tithes, Copices, and other Hereditaments in the said County of S. were by the said Indenture, and other good Assurances and Conveyances in the Law, conveyed and assured unto us the said J. St. A. and W. S. our Heirs and Assigns, **To the only use and behoof of us the said J. St. A. and W. S. our Heirs and Assigns, absolutely for ever;** As in and by the said Indenture and other Assurances thereof made more plainly it doth and may appear.

Declaration of
the Trust.

Now know ye, That we, the said J. St. A. and W. S. minding the discharge and performance of the Trust in us reposed; And being willing to execute and perform the same by executing Estates of the Premises accordingly, whensoever we shall be thereunto required; And in the mean time, to manifest and declare the same, to prevent all Questions and Differences that might happen in case we should die before such Estates made and executed; Do by these Presents, declare, publish and make known, That the said Manor, Lordship, Scite, Capital Messuage, Mansion-house, Rectory, Parsonage, Lands, Tenements, Meadows, Pastures, Woods, Under-woods, Tithes, Copices and other the Hereditaments so conveyed unto us as aforesaid, were bought and purchased with the said Monies which was raised by the Sale of the said Manor of R. and other Lands in the said County of G. which were the Inheritance of the said Dame A. **And that** the said Conveyance and Assurance thereof so made unto us and our Heirs, as aforesaid, was, upon special Trust and Confidence, That we and our Heirs should (upon request) settle and convey the same, **To the use and behoof of the said Sir F. D. and Dame A. D.** for and during the term of their natural Lives; **And from and after the Decease of the said Sir F. and Dame A. his Wife;** **To the use and behoof of J. D. eldest Son of the said Sir J. D.** by the said Dame A. and of the Heirs Males of the Body of the said J. D. lawfully to be begotten; **And for default of such Issue, To the use and behoof of the right Heirs of the said J. D.** And that in the mean time, until such Settlement and Conveyance made, we the said J. St. A. and W. S. and our Heirs should permit and suffer the Rents and Profits of the Premises to be received and taken by the said Sir F. D. and Dame A. during their Lives; And after by the said J. D. and the Heirs Males of his Body; And for default of such Issue by the right Heirs of the said J. D. in such sort as they might and should receive the same in case such Conveyance were made and executed by us to the Uses therein before mentioned. **In witness, &c.**

Demise or Mortgage for 500 Years.

A Trustee.

This Indenture made the, &c. day of, &c. between J. P. of, &c. and T. D. of, &c. of the one part; and A. W. Citizen and M. of L. J. W. of H. in Com. M. H. C. of B. in the County of B. and H. D. C. and M. of the other part; **Witnesseth,** That in Consideration of the Sum of 4500 l. of lawful, &c. to the said J. P. in hand paid by the said A. W., J. W. H. C. and H. D. The Receipt whereof he doth hereby

by acknowledge; And thereof, &c. and of every of them, by these Presents; And in Consideration of the Sum of 5 s. of like Mony to the said T.D. in hand paid by the said A.W. H.C. &c. The Receipt whereof he doth hereby acknowledge; He the said T.D. (at the request and by the appointment of the said J.P. testified by his being Party to, and signing and sealing of these Presents,) hath granted, bargained, sold and demised; And by these Presents, doth grant, bargain, sell and demise unto the said A.W. J.W. &c. All that capital Messuage or Tenement and Scite of the Manor of A. called the Hall house or Manor-house, with all and singular the Houses, Edifices, Buildings, Courts, Yards, Orchards, Gardens, and other Appurtenances thereof in A. in the County of L. And the several Closes or inclosed Grounds of Pasture and Meadow-ground in A. aforesaid, with their and every of their Appurtenances commonly called or known by the several name or names of, &c. (All which said Premises (amongst other things) in and by one Indenture inrolled in the Chancery, bearing date, &c. now last past, made between the Right Honourable M.B. Earl of N. and the Lady A. Countess of N. his Wife, of the one part, and the said T.D. of th' other part, and by Fine and other good Assurances were conveyed or mentioned to be conveyed by the said Earl and Countess to the said T.D. and his Heirs,) as thereby may appear; And the Reversion, &c. To have and to hold the said capital Messuage, Closes, Lands, and all and singular other the Premises herein before mentioned and intended to be hereby granted, with their and every of their Appurtenances, unto the said A.W. H.C. J.W. &c. their Executors, Administrators and Assigns, from henceforth, for and during the term of 500 years from thence next ensuing, and fully to be compleat and ended, without impeachment of Waste; yielding and paying therefore yearly the Rent of one Pepper-corn at the Feast of St. M. th' Archangel only, (if the same be demanded.)

The Trustee:

Habend.

Reddend.

Covenant to pay the Mortgage Mony.

And the said J.P. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said A.W. &c. their Executors and Assigns, by these Presents, That the said J.P. and the said T.D. their Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay, or cause to be paid unto the said A.W. &c. their Executors, Administrators or Assigns, at or in, &c. the full Sum of 4860 l. of lawful, &c. in manner and form following, without any abatement for or in respect of any publick Taxes, Charges or Payments issuing out of, or charged or chargeable on the Premises, or any part or parcel thereof, or on the said Sum of 4860 l. or any part thereof, or by reason thereof, by any Order, Ordinance, Act or Acts of Parliament, or otherwise howsoever; That is to say, The Sum of 180 l. thereof, on the, &c. day of, &c. next ensuing the date hereof, and the Sum of 4680 l. residue thereof, on the, &c. day of, &c. which shall be in the Year of our Lord, &c.

And it is provided, conditioned and agreed by and between all and every the said Parties to these Presents, That if the said J.P. and T.D. their Heirs, Executors, Administrators or Assigns, or any of them, do or shall well and truly pay, or cause to be paid unto the said A.W. &c. their Executors or Assigns, or any of them, at the place aforesaid, the said Sum of 180 l. on the said, &c. next ensuing the date hereof; and the said Sum of 4680 l. on the said, &c. day of, &c. which shall be in the said Year of our Lord, &c. without abatement for any Taxes, Charges or Payments

Upon payment the Demise to be void.

ment, whatsoever, as aforesaid, according to the Covenant in that behalf herein before contained, and the true meaning of these Presents, That then, and at all times from thenceforth, this present Indenture, and the Grant, Bargain, Sale and Demise hereby made, shall cease, determine and be void; Any thing herein before contained to the contrary notwithstanding.

Covenant not done, any Act to incur.

By the Trustee

Seised in Fee.

Power to demise.

The Premises worth 500 l. per annum.

Covenant for peaceable enjoyment.

Free from Incumbrances.

Covenant for farther Assurance.

And the said *T. D.* for himself, his Heirs, Executors and Administrators doth covenant and grant to and with the said *A. W. &c.* their Executors and Assigns, by these Presents, That he, the said *T. D.* hath not at any time heretofore made, done or committed any act, matter or thing whatsoever, whereby or wherewith the Premises, or any part or parcel thereof, are, shall or may be charged in Title, Charge, Estate or otherwise howsoever.

And the said *J. P.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *A. W. &c.* their Executors and Assigns, by these Presents, That the said *T. D.* now is and standeth lawfully and rightful seised of and in the said capital Messuage, Scite, and all and singular other the Premises herein before mentioned and intended to be hereby granted, with their and every of their Appurtenances, of a good, sure, perfect, absolute and indefeisible Estate in Fee-simple, to him and his Heirs; And now hath good right, full power, and lawful and absolute authority to grant, bargain, sell and demise the said capital Messuage, and all other the Premises, with their Appurtenances, unto the said *A. W. &c.* their Executors and Assigns, for and during all the said term of 500 years, according to the purport, true intent and meaning of these Presents.

And that the said capital Messuage and other the Premises herein before mentioned and intended to be hereby granted, with the Appurtenances, now are and be of the clear yearly value of 500 l. over and above all charges, deductions and other charges and reprises whatsoever.

And farther, That after breach of the said Provision; It shall and may be lawful to and for the said *A. W. &c.* their Executors and Assigns, from time to time and at all times from thenceforth, during all the residue of the said term of 500 years then to come and unexpired, peaceably and quietly to have, hold and enjoy the said capital Messuage, and all and singular other the Premises herein before mentioned and intended to be hereby granted, with the Appurtenances, without the lawful Let, Suit, Trouble or Interruption of the said *J. P.* and *T. D.* their Heirs or Assigns, or any other Person or Persons whomsoever, discharged or saved harmless of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Estates, Titles, Troubles, Charges, Burthens and Incumbrances whatsoever.

And that the said *J. P.* and *T. D.* and either of them, their and either of their Heirs, and all claiming under them or either of them, or in Trust for them or either of them, shall and will from time to time and at all times hereafter, upon the Request and at the Costs and Charges in the Law of the said *A. W. &c.* their Executors or Assigns, do, make and execute, or cause, or procure to be made, done and executed all and every such father and other Act and Acts, Conveyances and Assurances in the Law whatsoever, for the farther, better and more

more absolute conveying and assuring the said capital Messuage and Premises with their Appurtenances unto the said *A.W. &c.* their Executors and Assigns for and during all the rest and residue of the said term of 500 years then to come and unexpired, with and under the Proviso and Condition herein before mentioned and contained, as by the Counsel learned in the Law of the said *A.W. &c.* their Executors or Assigns shall be reasonably devised or required.

And it is declared and agreed by and between all and every the said Parties to these Presents, That in the mean time, and until breach of the Proviso herein before contained, it shall and may be lawful to and for the said *T.D. and J.P.* their Heirs and Assigns, peaceably and quietly to have, hold, occupy, possess and enjoy the said capital Messuage and Premises, with their Appurtenances, and receive and take the Rents and Profits thereof to their own use without the let or interruption of the said *A.W. &c.* their Executors or Assigns, or any claiming under them or any of them. In witness, &c.

The Mortgagor may enjoy till default in payment.

Mortgage in Fee by Husband and Wife of a Moiety, &c. descended to the Wife.

This Indenture made, &c. between *C. J. of, &c.* and *A. his Wife of th' one part, and T. N. of, &c. of th' other part, Witnesseth,* That the said *C. J. and A. his Wife,* for and in Consideration of the full Sum of 1500 *l.* of lawful, &c. to them in hand paid by the said *T.N.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof the said *C. J.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly and absolutely acquit, exonerate and discharge the said *T.N.* his Executors and Administrators for ever by these Presents, Have granted, released, bargained, sold, aliened, enfeoffed and confirmed, and by these Presents for them and their Heirs do clearly and absolutely grant, release, bargain, sell, alien, enfeoff and confirm unto the said *T.N.* his Heirs and Assigns, One full Moiety or half part, and all other the part and parts, purpart and purparts of them the said *C. J. and A. his Wife* or either of them, of and in the several Manors and Lordships of *F. and M.* with their and either of their Rights, Members and Appurtenances in the County of *S.* and of and in all other the Lands, Tenements and Hereditaments whatsoever in *F. and M.* aforesaid in the said County of *S.* which were heretofore the Inheritance of *J.B. Esq;* deceased, Father of the said *A. And* the Reversion and Reversions, Remainder and Remainders of all and singular the said moiety, part and parts, purpart and purparts and premises, and all rents, services and profits thereto incident or belonging; Of all which Premises hereby granted, or mentioned to be granted, the said *T.N.* is now in full possession, by force and virtue of a Bargain and Sale thereof made unto him by the said *C. J. and A. his Wife* for the term of one year from the first day of this instant *A.* as by an Indenture of Bargain and Sale in that behalf made, bearing date the—before the day of the date hereof may appear.

Note, The Mortgagee is in possession by a Bargain and Sale for a year preceding.

Grant of the
Reversion.

Of the Estate.

Of the Deeds.

Habend.

Covenant that
the Mortgager
shall acknow-
ledge a Fine.

Agreed that
the Fine shall
be to the use of
the Mortgagee

Proviso, if the Mortgager
pay the Money lent at days cer-
tain, then this Indenture to
cease, and the Fine to be to the
use of the Mortgager.

And the said J. C. and A. his Wife do farther by these Presents (for the Consideration aforesaid) grant, release, bargain, sell and confirm unto the said T. N. his Heirs and Assigns, the Reversion and Reversions, Remainder and Remainders of all and singular the said moiety, part and parts, purpart and purparts and premises, and all rents and yearly profits, reservations and services reserved or payable by or upon any Demise, Lease or Grant, Demises, Leases or Grants had, made or granted, or mentioned to be made or granted of the said moiety, part and parts, purpart and purparts and premises, or of any part thereof, And also all and every the Estate and Estates, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of them the said C. J. and A. his Wife, or of either of them of and to the said moiety, part and parts, purpart and purparts and premises, or any part thereof; And all and every the Deeds, Charters, Writings and Evidences; Counter-parts of Leases, Escripts and Miniments whatsoever touching or in any wise concerning the Premises or any part thereof, To have and to hold the said moiety, part and parts, purpart and purparts, and all and singular other the Premises hereby granted or mentioned to be granted, with their and every of their Appurtenances unto the said T. N. his Heirs and Assigns for ever, to the only use and behoof of the said T. N. his Heirs and Assigns for ever.

And the said C. J. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant and grant to and with the said T. N. his Heirs and Assigns by these Presents, That he the said C. J. and the said A. his Wife shall and will, before the end of M. Term next ensuing the date hereof, at the proper costs and charges in the Law of the said C. J. levy and acknowledge in due form of Law one *Fine Sur Conusans de Droit come ceo*, &c. with Proclamations according to the Statute in that Case made and provided, unto the said T. N. and his Heirs, of one third part of the said Manors of F. and M. with th' Appurtenances, and of one third part of all other the Lands and Hereditaments in F. and M. in the said County of S. which were heretofore the Inheritance of the said J. B. And of one fourth part of one other third part of all the said Manors and Lands, with th' Appurtenances, by such apt and convenient name and names, and in such sort, manner and form, with Warranty against all Men or otherwise, as by the said T. N. his Heirs or Assigns, or by his or their Counsel learned in the Law shall be devised or advised.

And it is hereby declared and agreed by and between all the said Parties to these Presents, for them and their Heirs, That the said Fine and the Execution thereof shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure for and concerning all and singular the said parts, purparts and premises therein to be comprised, To the only use and behoof of the said T. N. his Heirs and Assigns for ever.

Provided always, That if the said C. J. and A. his Wife, or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them shall and do well and truly pay or cause to be paid unto the said T. N. his Executors, Administrators or Assigns, the full Sum of 1680*l.* of lawful &c. in Gold or Silver in manner and form following, That is to say, Forty and five pounds, part thereof upon the

the last day of *F.* next ensuing the date hereof, and 45 *l.* other part thereof upon the 30th day of *A.* which shall happen and be in the Year of our Lord God, &c. and 45 *l.* other part thereof upon the last day of *F.* then next following, and 1545 *l.* residue of the said Sum of 1680 *l.* upon the 30th day of *A.* which shall happen to be in the Year of our Lord God, &c. All the said payments to be made at or in the, &c. without any defalcation, deduction or abatement to be made of any thing for or in respect of any Taxes, Charges, Assessments, Contributions or other matter or thing whatsoever, ordinary or extraordinary to be laid, assessed, taxed or imposed by authority of Parliament, or by any other Authority or Power whatsoever either Civil or Military upon the said moiety, parts and premises hereby granted or mentioned to be granted, or any part thereof, or upon any the Owners, Tenants or Occupiers of any the said Manors, Lands and Premises herein before mentioned, or upon any the said Sum or Sums of Money hereby appointed to be paid, or upon the said *T.N.* his Heirs, Executors, Administrators or Assigns, for or in respect of the said Money, Lands or Premises, or any of them, **That then** and from thenceforth this present Indenture and all the Estate hereby granted and conveyed, shall cease, determine and be void, and that then also, the said Fine herein before covenanted to be levied, and th' Execution thereof shall enure and be, and shall be construed, adjudged, deemed and taken to be and enure, **To the use** and behoof of the said *C. J.* and *A.* his Wife, and their Heirs, and to none other use, intent or purpose, any thing herein contained to the contrary notwithstanding.

Payments to be made without defalcation for Taxes.

And the said *C. J.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *T.N.* his Executors, Administrators and Assigns by these Presents, That he the said *C. J.* his Heirs, Executors, Administrators or Assigns, or some or one of them shall and will well and truly pay or cause to be paid unto the said *T.N.* his Executors, Administrators or Assigns, the said Sum of 1680 *l.* and every part and parcel thereof at the days and place herein before appointed for payment thereof, and in manner and form aforesaid, and without any defalcation, deduction or abatement to be made as aforesaid.

Mortgager covenants to pay the Money at the days appointed.

And the said *T.N.* for himself, his Heirs and Assigns, doth covenant, promise and agree to and with the said *C. J.* and *A.* his Wife, and either of them, their and either of their Heirs and Assigns by these Presents, That until some default shall be made of or in payment of the said Monies herein before covenanted to be paid, or of some part thereof, He the said *T.N.* his Heirs and Assigns shall and will permit and suffer the said *C. J.* and *A.* his Wife, their Heirs and Assigns, peaceably and quietly to hold and enjoy all and singular the said moiety, parts, purparts and Premises hereby conveyed or mentioned to be conveyed, and to receive, take and enjoy to their own use the rents and profits thereof, without the let or interruption of the said *T.N.* his Heirs or Assigns, and without any accout to be given to the said *T.N.* his Heirs or Assigns for the same.

Mortgagee covenants, that until default of payment the Mortgager shall quietly enjoy the Premises, and receive the Rents.

And the said *C. J.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said *T.N.*

Covenant by the Mortgager that he will pay all Taxes, &c. till the Mortgagee shall be in possession.

his

his Heirs, Executors, Administrators and Assigns by these Presents, That he the said C. J. and the said A. his Wife, and their Heirs, Executors or Administrators, or some of them shall and will from time to time until the said T. N. his Heirs or Assigns, shall be in actual possession of the Premises for default of payment of the said Monies or some part thereof, bear, pay and discharge all taxes, charges and payments whatsoever, ordinary or extraordinary, imposed or to be imposed upon, or for or in respect of the said moiety, part or parts, Hereditaments and Premises hereby granted or mentioned to be granted, or upon, or for, or in respect of the said 1680 *l.* or any part thereof, or by reason thereof, or of any part thereof; And thereof, and therefrom and from all Distresses, Damages and Demands whatsoever that shall or may arise concerning the same, free, acquit and discharge or save harmless the said T. N. his Heirs, Executors, Administrators and Assigns and every of them.

Mortgagor covenants that he is the true Owner of the Premises, seised in Fee, hath power to grant.

And the said C. J. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said T. N. his Heirs and Assigns by these Presents in manner and form following, that is to say, That they the said C. J. and A. his Wife or one of them at and immediately before the Sealing and Delivery of this present Indenture, is or are the sole, true and lawful Owner and Proprietor of one full third part of the said Manors of F. and M. and of all other the said Lands in F. and M. aforesaid which were heretofore the Inheritance of the said J. B. and of one full fourth part of one other third part of the said Manors and Lands, And solely, lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, and shall continue so seised thereof, and of every part and parcel thereof until a good and perfect Estate in Fee-simple shall be thereof vested in the said T. N. and his Heirs, according to the intent and true meaning of these Presents, And that they the said C. J. and A. his Wife, now have, or one of them hath good right, lawful and absolute power and authority in themselves, or in one of them to grant, release, bargain, sell and convey the said third part and fourth part of one other third part of the said Manor and

And in case any default be made, then the Mortgagee to enter, quietly enjoy, and receive the Profits.

Lands unto the said T. N. his Heirs and Assigns for ever in manner and form aforesaid; And also, That in Case any default shall be made in payment of the said Sum of 1680 *l.* or any part thereof unto the said T. N. his Executors, Administrators and Assigns, at such times, and in such sort, manner and form as the same is herein before covenanted and agreed to be paid, That then and from thenceforth always after it shall and may be lawful to and for the said T. N. his Heirs and Assigns, into and upon all and singular the said third part and fourth part of one other third part to enter, and the same from thenceforth quietly and peaceably to have, hold and enjoy, and the Rents and Profits thereof to receive and take, without any let, trouble, hindrance, interruption, eviction or ejection of or by the said C. J. and A. his Wife, their or either of their Heirs or Assigns, and without the lawfull let, trouble, interruption, eviction or ejection of or by any other person or persons whomsoever, Other than of E. D. of, &c. and his Assigns, for and in respect only of an Estate for 99 years of and in the said

Exception.

said Premises limited unto him the said E. D. by an Indenture bearing date the day, &c. purporting the Declaration of the uses of a certain Fine therein covenanted to be levied.

And farther also, That the said third part and fourth part of another third part now are, and from and after any default made in payment of the said Monies, or any part thereof herein before covenanted to be paid, shall remain, continue and be unto the said T. N. his Heirs and Assigns clear and free, and clearly and freely, and absolutely acquitted, freed and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Joyntures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Debts, Duties, Judgments, Statutes, Recognizances, Extents, Seisures, Sequestrations, Forfeitures, Charges and Incumbrances whatsoever, (The said Estate for 99 years limited unto the said E. D. as aforesaid only excepted and fore-prized.)

Free from Incumbrances.

And farther, The said J. C. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said T. N. his Heirs and Assigns, by these Presents, That if any default shall happen to be made in the payment of any of the Monies herem before covenanted to be paid, That then and from thenceforth he the said C. J. and A. his Wife, and their and either of their Heirs and Assigns, and all and every other person and persons whomsoever, having or lawfully claiming, or which shall or may at any time or times hereafter have or lawfully claim any Estate, Right, Title or Interest, of, in or to the Premises hereby granted, or mentioned to be granted, or of, in or to any part or parcel thereof by, from or under the said C. J. and A. his Wife, or either of them, or by, from or under the said J. B. late Fate of the said A. shall and will from time to time, and at all times after such default in payment, at and upon the reasonable request and proper costs and charges, in the Law of the said T. N. his Heirs and Assigns, do, make, levy, execute, acknowledge and suffer all and every such farther and other reasonable act and acts, thing and things, assurances and conveyances in the Law whatsoever for the farther, better and more perfect assurance, surety, sure-making, settling, establishing and confirming of the said third part, and fourth part of a third part with the Appurtenances unto the said T. N. his Heirs and Assigns, be it by Fine or Fines, Feoffment to Feoffments, Deed or Deeds, Indented or Poll, Inrolled or not Inrolled, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said ways or means, or by any other ways or means in the Law whatsoever, as by the said T. N. his Heirs or Assigns, or his or their Council learned in the Law shall be reasonably devised, advised or required.

And farther, If default be made in payment, then the Mortgagor upon request make farther Assurance by Fine, Feoffment, &c.

And lastly, The said C. J. for himself his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said T. N. his Heirs and Assigns, by these Presents, That he the said C. J. and A. his Wife, or one of them now are lawfully seised in their Demesne as of Freehold for the term of the natural life of the said A. of one other fourth part of the said third

Mortgagor covenants the the Land to be comprised in the Fine, doth make up a full molery of the Premises conveyed.

part

part of the said Manor and Lands, which said fourth part of the said third part, together with the said one full third part, and one fourth part of one other third part intended to be comprised in the said Fine before covenanted to be levied, doth in the whole make up a full moiety or half part of the said Manors and Lands. In witness, &c.

Demise of a Manor for 1000 Years.

This Indenture made the, &c. between T.C. of, &c. H.H. and W. S. of S. aforesaid Gentlemen of th' one part, and R.H. of, &c. of th' other part, **Witnesseth**, That the said T.C. H.H. and W. S. for
Consideration. and in Consideration of the full Sum of 6000 l. of lawful, &c. to them in hand paid by the said R.H. at or before the Sealing and Delivery of this present Indenture, the Receipt whereof they do hereby acknowledge, and thereof, &c. Have demised, granted, bargained and sold, and by, &c. do demise, &c. unto the said R. H. his Executors, Administrators and Assigns, all that the Manor of C. and all Lands, Tenements and Hereditaments thereunto belonging, in the said County of S. with all and every the Rights, Members and Appurtenances thereof, and all that the capital Messuage, Farm and Demesne-lands of C. otherwise, &c. aforesaid; And all Lands, Meadows, Pastures, Priviledges, Advantages, Liberties, Franchises, Hereditaments and Appurtenances whatsoever to the said Manor and Premises belonging, or in any wise appertaining, or now or at any time heretofore accepted, reputed, taken or known as part, parcel or member thereof, or any part thereof, or otherwise held, used, occupied or enjoyed as part, parcel or member thereof, or any part thereof; And also all the Rents and yearly Profits, Reservations and Services reserved, due or payable by or upon any Demise, Lease or Grant, Demises, Leases or Grants had, made or granted, or mentioned to be granted of the said Premises hereby granted or mentioned to be granted, or any of them, or of any part or parcel of them, or any of them; Together also with the counterparts of all such Demises, Leases or Grants; **To have and to hold** the said Manor, capital Messuage, Farm and Demesne-Lands, and all and singular other the Hereditaments and Premises whatsoever hereby demised, or mentioned to be demised, with their and every of their Appurtenances unto the said R. H. his Executors, Administrators and Assigns from the making hereof, for and during the full term of 1000 years, fully to be compleat and ended without impeachment of or for any manner of waste, **yielding and paying** therefore yearly during the said term unto the said T.C. H.H. and W. S. their Heirs and Assigns one Pepper-corn at the Feast of **&c. only, if it shall be demanded.**

Habond.

Reddend.

And

And the said T. C. H. H. and W. S. and every of them jointly and severally for themselves, their and every of their Heirs, Executors, Administrators and Assigns, and for every of them do covenant, promise and grant to and with the said R. H. his Executors, Administrators and Assigns, and every of them by these Presents, in manner and form following, that is to say, That, &c. (*Prout* in the Demise by R. S. &c. to W. A. &c.) Seizures, Sequestrations and causes of Sequestrations, Decrees, Charges, Titles, Troubles and Incumbrances whatsoever; All such Leases and Estates for one, two or three lives, or for years determinable upon one, two or three lives, or for any term of years not exceeding 21 years from the making thereof as have been heretofore made, and are yet in being of such part of the Premises only as have been heretofore usually letten to Tenants and not occupied in Demesne, and by virtue of which Leases all the Premises thereby demised or letten are now occupied in possession by the respective Lessees or their Assigns; And upon which Leases the ancient and accustomed Rents or more are reserved and shall from henceforth during the continuance of the said Leases respectively and of these Presents, become and continue due and payable to the said R. H. his Executors, Administrators and Assigns; And also one Proviso and Condition contained and expressed in an Indenture of Bargain and Sale, bearing date the, &c. made between C. R. of, &c. of th' one part, and the said T. C. H. H. and W. S. of the other part, which Proviso or Condition is not hitherto broken, only excepted and foreprized. In witness, &c.

Covenant by the Lessors that they are the lawful Owners, lawfully seized in Fee without any Condition, have power to demise, that the Lessee shall peaceably enjoy, and take the Rents without lett of the Lessors, free from Incumbrances.

Vide antea.

Exception of such Leases heretofore made (and yet in being) of the Premises usually let to Tenants.

A Redemise of the said Manor for 999 years.

Examine this
with the De-
mise.
The Parcels.

Habend.

Covenant to
pay the money
at several pay-
ments without
abatement for
Taxes.

Proviso, If the
money be not
paid at the
days, then this
Indenture to
be void, and
the Lessor to
re-enter.

This Indenture made, &c. between R. H. of, &c. of th' one part, and T. C. of S. &c. and H. H. and W. S. of, &c. Gent. of th' other part, Witnesseth, That the said R. H. for and in Consideration of the Covenants, Condition, Proviso and Agreements herein after contained and expressed, and for divers other good Causes and Considerations him moving, Hath demised, granted and to Farm-letten, and by these Presents doth demise, grant, and to Farm-let unto the said T. C. H. H. and W. S. their Executors, Administrators and Assigns, all that the Manor of C. &c. All and singular which said Manor, capital Messuage, Farm and Demesne-lands, Lands, Tenements, Hereditaments and all and singular other the Premises whatsoever hereby demised were by Indenture, bearing date the, &c. day of this instant — demised, granted, bargained and sold by the said T. C. H. H. and W. S. unto the said R. H. his Executors, Administrators and Assigns, from the making of the said Indenture for the full term of 1000 year, as by the said Indenture more plainly may appear.

To have and to hold the said Manor, capital Messuage, Farm and Demesne-lands, and all and singular, &c. (*Prout* in the Demise) from the day of the date of this present Indenture for and during the full term of 999 years from thenceforth next ensuing and fully to be compleat and ended.

And the said T. C. H. H. and W. S. and every of them jointly and severally for themselves, their and every of their Heirs, Executors and Administrators, and for every of them do covenant, promise and grant to and with the said R. H. his Executors, Administrators and Assigns by these Presents, That they the said T. C. H. H. and W. S. or some or one of them, their or some or one of their Heirs, Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said R. H. his Executors, Administrators or Assigns, at or in the now dwelling-house of, &c. situate, &c. the full sum of 6720 l. of lawful, &c. in manner and form following, that is to say, 180 l. part thereof upon the — day of, &c. next ensuing the date of this present Indenture, and 180 l. other part thereof upon the — day of, &c. then next following; and 180 l. other part thereof upon the 25th. day of O. which shall happen and be in the year of our Lord God, &c. and the full sum of 6180 l. residue thereof upon the — of, &c. then next following without any abatement, deduction or defalcation of any thing to be made in any of the said payments, for or in respect of any Taxes, Charges, Assessments, Contributions or other matter or thing whatsoever ordinary or extraordinary.

Provided always, and these Presents are upon this Condition nevertheless, That if the said T. C. H. H. and W. S. their Heirs, Executors, Administrators and Assigns shall make any default in payment of the said sum of 6720 l. or of any part thereof at the days and place herein before appointed for payment thereof; That then and from thenceforth this present Indenture and the Demise and Grant hereby made and granted, shall cease, determine and become and be utterly void, frustrate and of none effect; and that then and from thenceforth

it

it shall and may be lawful to and for the said *R. H.* his Executors, Administrators and Assigns, into the said Manor, Lands, Tenements, Hereditaments and Premises, and every part thereof to re-enter, and the same to have again, repossess and enjoy as in his former Estate, any thing herein contained to the contrary in any wise notwithstanding.

And it is hereby farther also covenanted, granted, concluded and agreed by and between the said parties to these Presents, for them their Executors, Administrators and Assigns, and the said *R. H.* for himself, his Executors, Administrators and Assigns, and for every of them doth covenant, promise and agree to and with the said *T. C. H. H.* and *W. S.* their Heirs and Assigns by these Presents, That if they

Covenant if the Lessees shall pay the monies, then this Indenture and the estate to cease and the Lessor to deliver up his part of the Indenture.

the said *T. C. H. H.* and *W. S.* or any of them, their or any of their Heirs, Executors, Administrators or Assigns, or any of them do and shall well and truly pay or cause to be paid unto the said *R. H.* his Executors, Administrators or Assigns the said sum of 6720 *l.* at the respective days and place, and in such sort, manner and form as the same is herein before covenanted to be paid, That then and from thenceforth and immediately from and after the said last payment made, the said other Indenture before mentioned, bearing date the said — day of this instant *F.* whereby the said Manor, Lands and Premises were demised unto the said *R. H.* his Executors, Administrators and Assigns as aforesaid, and all the Estate and Term thereby granted shall cease, determine and become void, any thing therein contained to the contrary thereof in any wise notwithstanding; And that then also and in such Case upon the Delivering up unto the said *R. H.* his Executors or Administrators of that part of the said other Indenture and of these Presents which is under the Hand and Seal of the said *R. H.* He the said *R. H.* his Executors, Administrators or Assigns shall and will upon request deliver up unto the said *T. C. H. H.* and *W. S.* or some of them, their Heirs or Assigns that part of the said other Indenture and of these Presents, which is under the Hand and Seal of them the said *T. C. H. H.* and *W. S.* to be Cancelled and Destroyed.

And farther also the said *R. H.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said *T. C. H. H.* and *W. S.* their Heirs and Assigns these Presents, That in case he the said *R. H.* his Executors, Administrators or Assigns, shall hereafter enter into the said Manor, Lands, Tenements, Hereditaments and Premises for non-payment of the said Money or of any part thereof before in these Presents covenanted to be paid, and shall quietly hold and enjoy the Possession of the said Manor and Premises; That then and in such Case he the said *R. H.* his Executors, Administrators and Assigns shall and will ratifie, confirm and hold good All such Leases as after the date of these Presents shall have been made by the said *T. C. H. H.* and *W. S.* their Executors, Administrators or Assigns unto any person or persons for one, two or three life or lives in Possession, or for any term or terms of years determinable upon one, two or three life or lives in Possession, or

Covenant by the Lessor, that if he enter for non-payment, then he shall ratifie all Leases (made by the Lessees after the date hereof) for lives or years.

for any one or two life or lives in any number of years determinable upon one or two life or lives in Reversion or Expectancy after any Estate or Estates by Lease or Copy of Court-Roll for one life, or determinable upon one life then in being, or for one life or any number of years determinable upon one life in Expectancy after any Estate or Estates by Lease or Copy of Court-Roll for two lives, or determinable upon two lives then in being of such part of the Premises only as have been heretofore usually letten to Tenants and not occupied in Demesne, upon which Leases the ancient and accustomed yearly Rents or more shall be reserved, to be paid during all the continuance of such Leases respectively, and so as the same Rents respectively may be truly paid unto the said R. H. his Executors, Administrators and Assigns, the breach of the Condition herein contained notwithstanding.

Covenant by the Lessees in case of Default they shall (upon request) make other assurance by Fine, Feoffment or otherwise.

And the said T. C. H. H. and W. S. and every of them jointly and severally for themselves, their and every of their Heirs, Executors, Administrators and Assigns, and for every of them do covenant, promise and grant to with the said R. H. his Executors, Administrators and Assigns by these Presents, That in case any Default shall be made in payment of the said sum of 6720 *li.* or any part thereof at any of the days respectively appointed for payment thereof, That then and from thenceforth they the said T. C. H. H. and W. S. their Heirs and Assigns, and all and every other person and persons any Estate having or lawfully claiming of, in or to the said Manor, Lands and Premises or any part thereof (other than and except such Persons and Lessees whose Estates and Interests are excepted in a certain Covenant touching Incumbrances contained in the said Indenture of the said — day of this instant F. for and in respect only of the same Estates and Interests so excepted, and other than such Persons and Lessees to whom such Leases shall be made as are herein before Covenanted to be ratified and confirmed by the said R. H. his Executors, Administrators and Assigns in case of breach of the Condition herein contained as aforesaid) shall and will from time to time, and at all times after such default made in payment as aforesaid, at and upon the reasonable request and proper costs and charges in the Law of the said R. H. his Executors, Administrators and Assigns or any of them, do, make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, acknowledged and suffered all and every such farther and other reasonable act and acts thing and things, devise and devises, assurance and assurances, conveyances in the Law whatsoever, for the farther, better and more perfect assurance, surety, sure-making, settling, establishing and confirmation of the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised or mentioned to be demised, and every or any part and parcel thereof, and the Reversion and Inheritance thereof and of every part and parcel thereof with the Appurtenances unto the said R. H. his Heirs and Assigns, or to the said R. H. his Executors, Administrators and Assigns, or to such other person or persons and their Heirs as the said R. H. his Executors, Administrators or Assigns shall nominate and appoint, be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds Indented or Poll, Inrolled

rolled or not Inrolled, common Recovery or Recoveries, with double, single or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said ways and means, or by any other ways and means in the Law whatsoever, as by the said *R. H.* his Heirs, Executors, Administrators or Assigns, or his or their Council learned in the Law shall be reasonably devised, advised or required.

And lastly, the said *R. H.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *T. C. H. H.* and *W. S.* their Executors, Administrators and Assigns by these Presents, That they the said *T. C. H. H.* and *W. S.* their Executors, Administrators and Assigns truly paying and performing all the Payments, Covenants, Grants and Agreements herein contained on their part to be paid and performed, shall quietly and peaceably hold, occupy, and enjoy all and singular the said Manor, Lands, Tenements, Hereditaments and Premises with the Appurtenances hereby demised or mentioned to be demised without the let, trouble or interruption of him the said *R. H.* his Executors, Administrators or Assigns, and free and clear from all incumbrances whatsoever had, made or done by him the said *R. H.* In witness, &c.

The Lessees paying and performing the Rents, Covenants, &c. shall enjoy the Premises without let, and free from Incumbrances done by the Lessor.

A Lease for 6 Months to enable the Lessors to grant, release and convey upon a Marriage.

This Indenture made, &c. between the Right Honourable *A.* Lord Viscount *C.* of, &c. and *S. S.* Brother and Heir of *H. le S.* late of *B.* &c. deceased of the one part, and Sir *J. C.* of, &c. and *G. R.* of *B.* &c. and *M. H.* of, &c. of *A.* of th' other part, Witnesseth, That the said *A.* Lord Viscount *C.* and the said *S. le S.* at the request and by the appointment of the said *A.* Lord Viscount *C.* testified by his being party to these Presents, for and in Consideration of the sum of 5 *s.* of, &c. to them the said *A.* Lord Viscount *C.* and *S. le S.* in hand paid by the said Sir *J. C.* *G. R.* and *M. H.* The receipt whereof the said *A.* Lord Viscount *C.* and *S. le S.* do hereby acknowledge, and thereof and of every part and parcel thereof, doth clearly acquit and discharge the said Sir *J. C.* *G. R.* and *M. H.* their Executors and Administrators by these Presents, Have bargained and sold and by these Presents do bargain and sell unto the said Sir *J. C.* *G. R.* and *M. H.* All that the Town and Town-land of *B.* with all and singular the Rights, Members and Appurtenances thereof in the County of *D.* And all the Manors, Lands, Tenements and Hereditaments whatsoever, called or known by the Name of the Town or Town-land of *B.* And all other the Manors, Lands, Tenements and Hereditaments whatsoever of him the said *A.* Lord Viscount *C.* situate, lying and being, arising, growing or renewing, or to be had, enjoyed, perceived or taken within the Parish-town, Territory, Limits or Precincts of *B.* afore said, with their and every of their Rights, Members

Trustees;

The Particulars.

Habend.

The intent to
grant release
and convey.

bers and Appurtenances, And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises and of every part and parcel thereof; And the Rents, Services and Profits thereunto incident and belonging, **To have and to hold** the said Town and Town-land of B. and all and singular other the Premises with their and every of their Appurtenances unto the said Sir J. C. G. R. and M. H. their Executors, Administrators and Assigns from the — day of, &c. now last past before the date hereof, for and during the full term of six Months from thenceforth next ensuing and fully to be compleat and ended; **To the intent** and purpose the better to enable the said A. Lord Viscount C. and S. le S. to grant, release and convey the said Town or Town-land and all and singular other the Premises unto the said Sir J. C. G. R. and M. H. and their Heirs, to such uses and behoofs, and in such sort, manner and form as (by one Indenture intended to bear date the — day of, &c. and intended to be made between the said A. Lord Viscount C. the said S. le S. and G. S. Widow, late Wife and Executrix of the last Will and Testament of the said H. le S. of the one part and Sir J. C. G. R. and M. H. of the other part,) the same shall be granted, released and conveyed. **In witness,** &c.

A Settlement after Marriage of Lands part Free-hold, part Lease-hold, by Release and Assignment of a Lease by one who is Heir and Administrator of Cestuy qui Trust, the Heir as well as the Executor of the surviving Trustee joining with him.

Recital of the
Trust.The Particu-
lars.
Free-hold;
Lease-hold.Habend. the
Free-hold.

In Trust.

Habend.
Lease-hold.

THIS Indenture made, &c. between the Right Honourable A. Lord Viscount C. of &c. S. le S. late of B. &c. and G. le S. Widow, late the Wife and Executrix, &c. of th' one part, and Sir J. C. of A. in, &c. of th' other part, **Whereas** by one Indenture bearing date, &c. made or mentioned to be made between A. H. of, &c. of th' one part, and H. U. of, &c. the said H. S. and J. W. of, &c. of the other part, Reciting as is therein recited, the said A. H. (for the Considerations therein mentioned) did give, grant, bargain, sell, enfeof and confirm unto the said H. U. H. le S. and J. W. **All that** the Town and Town-land of B. in, &c. **And all that** the Trough or Territory of T. and M. And the fishing of the River of the L. **And all other** Lands, Tenements and Hereditaments demised and granted by A. Lord C. deceased, (by the name of Sir A. C. Knight) unto Sir M. H. Knight deceased, late Father of the said A. H. (by the name of M. H. Esq;) by Indenture bearing date, &c. **To have and to hold** the said Town and Lands of B. alias B. with all and singular the Appurtenances to the said H. U. H. le S. and J. W. their Heirs and Assigns for ever, **To** the use of the said H. U. H. le S. and J. W. their Heirs and Assigns; But yet in Confidence and Trust, and to and for the benefit of E. Lord Viscount C. since deceased, his Heirs and Assigns, **And to have and to hold** the said Trough or Territory of T. M. in the said County of A. and the fishing of the River of L. and all the said other Lands, Tenements and Hereditaments demised and granted by the said A. Lord C. de-

C. deceased, to the said Sir M. H. by Indenture bearing date, &c. Together with their and every of their Rights, Members and Appurtenances to the said H. V. H. le S. and J. W. their Executors, Administrators and Assigns for and during all the residue of the said term in the said Indenture of Lease mentioned then to come and unexpired; **To the only use** of the said E. Lord Viscount C. his Heirs, Executors, Administrators and Assigns, As in and by the said Indenture, bearing date, &c. (relation, &c.) amongst other things therein contained more plainly and at large it doth and may appear.

In Trust.

And whereas the said H. le S. did survive the said H. V. and J. W. and is since deceased, whereby the Estate of Inheritance of and in the said Town and Lands of B. alias B. is vested in the said S. le S. and his Heirs in Trust nevertheless for the said A. Lord Viscount C. and his Heirs who is Son and Heir and Administrator of the Goods and Chattels of the said E. Lord Viscount C. And the interest of and in the said demised Premises is also vested in the said G. le S. as Executrix to the said H. le S. in Trust also for the said A. Lord Viscount C.

The surviving Trustee dead his Heir joyns now with the Heir of cestuy que Trust, and so does his Executor.

Now this Indenture witnesseth, That the said A. Lord Viscount C. and the said S. le S. at the request and by the appointment of the said A. Lord Viscount C. testified by his being party to these Presents have granted, released, aliened, enfeoffed and confirmed, And by these Presents do grant, release, alien, enfeoff and confirm unto the said Sir J. C. G. R. and M. H. All that the said Town and Town-land of B. alias B. with all and singular the Rights, &c. Prout in the Lease for six Months next precedent to the Habend.

The grant of the Free-hold by Lease and Release by the Heir of cestuy que Trust and the Heir of the surviving Trustee.

Of all which Premises the said Sir J. C. G. R. and M. H. are now in full and peaceable possession by virtue of a Bargain and Sale thereof to them made for the term of six Months from the — day of, &c. now last past before the date hereof by the said A. Lord Viscount C. and S. le S. by Indenture, bearing date, &c. As by the said Indenture may appear.

And the said A. Lord Viscount C. and S. le S. Do farther by these Presents (for the Consideration aforesaid) grant, remise, release and confirm unto the said Sir J. C. G. R. and M. H. and their Heirs, All and every the Estate and Estates, Right, Title, Interest, Use, Possession, Reversion, Property, Benefit, Trust, Claim and Demand whatsoever of him the said A. Lord Viscount C. and S. le S. of, in and to, the said Town and Town-land, and all and singular other the Premises hereby granted or mentioned to be granted, with their and every of their appurtenances, and of, in and to every or any part or parcel thereof, **To have and to hold** the said Town and Town-land of B. alias B. and all and singular other the Premises with their and every of their appurtenances unto the said Sir J. C. G. R. and M. H. their Heirs and Assigns for ever, **To the use** and behoof of the said A. Lord Viscount C. for and during the term of his natural life, without impeachment of or for any manner of waste, And from and immediately after his decease, **To the use** and behoof of the Lady L. Viscountess C. now Wife of the said Viscount for and during the term of her natural life, And after the decease of the longer liver of them the said Lord Viscount C. and Viscountess his Wife, **To the use** and behoof of the right Heirs of the said A. Lord Viscount C. for ever.

The Estate; &c.

Habend.

The Uses, to Husband for life, to Wife for life, to right Heirs of Husband.

And this Indenture farther witnesseth, That the said G. le S. at the request and by the appointment of the said A. Lord Viscount C. testified

Assignment of
the Leasehold
by Executrix
of the surviv-
ing Trustee.

The Estate,
&c.

Habund.

The Trust of
the Lease-
hold in like
manner as the
Free hold.

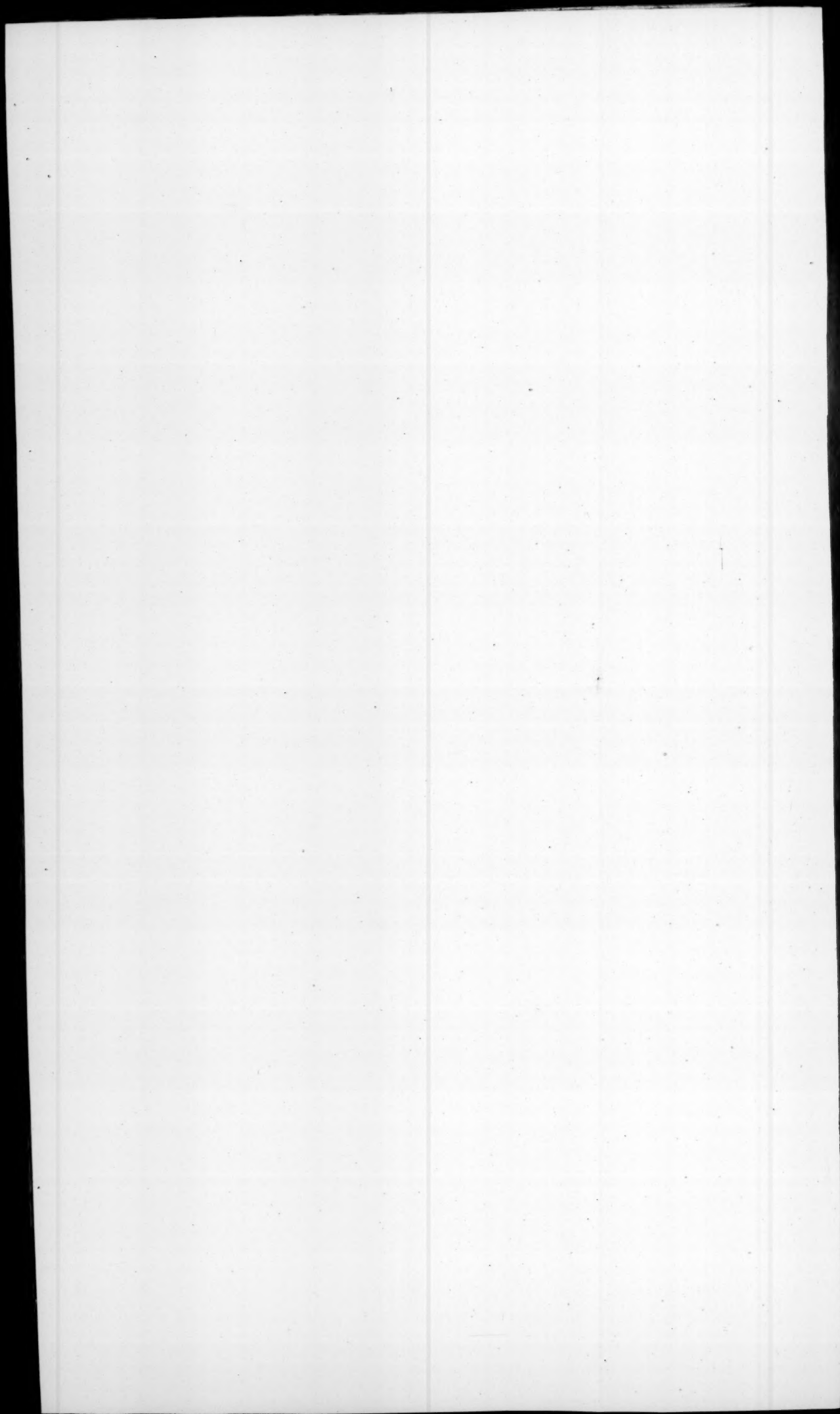
testified by his being party to these Presents, hath granted, assigned and set over, And by these Presents doth grant, assign and set over unto the said Sir J. C. G. R. and M. H. their Executors, Administrators and Assigns, All that the said Trough or Territory of T. and M. in the said County of A. And all that the said fishing of the River of the L. and all the said other Lands, Tenements and Hereditaments demised and granted by the said A. Lord C. deceased, to the said Sir M. H. by the said Indenture, bearing date, &c. And also all and every the Estate and Estates, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of her the said G. S. of, in and to the same Premises and every or any part or parcel thereof, To have and to hold the said Trough or Territory of T. and M. and the said fishing of the River of the L. and all the said other Lands, Tenements and Hereditaments demised and granted by the said A. Lord C. deceased, to the said Sir M. H. as aforesaid, unto the said Sir J. C. G. R. and M. H. their Executors, Administrators and Assigns, for and during all the rest and residue of the said term in the said Indenture of Lease mentioned yet to come and unexpired; Upon special Trust nevertheless, and to the intent and purpose, That they the said Sir J. C. G. R. and M. H. their Executors, Administrators and Assigns, shall employ and dispose of the Rents, Issues and Profits of all and singular the said Premises to and for the use and benefit of the said A. Lord Viscount C. for and during the term of his natural life, And from and immediately after his decease, shall employ and dispose of the Rents, Issues and Profits of all and singular the same Premises to and for the use and benefit of the said Lady L. Viscountess C. for and during all the term of her natural life, And from and immediately after the decease of the longer liver of them the said Viscount and Viscountess shall employ and dispose of the Rents, Issues and Profits of all and singular the said Premises during the rest of the said term, to and for the use and benefit of the Heirs and Assigns of the said Lord Viscount.

Agreed that the now
Trustees shall make Leases dur-
ing the Viscounts life of the
assigned Lands at full Rent.

And nevertheless it is hereby farther covenanted, concluded, declared and fully agreed by and between all the said parties to these presents, That the said Sir J. C. G. R. and M. H. their Executors and Administrators shall from time to time and at all times during the natural life of the said A. Lord Viscount C. make and execute All such Leases and Estates for any part of the said term hereby assigned of all or any part of the said demised Premises to such person and persons and in such sort, manner and form as the said A. Lord Viscount C. shall from time to time direct and appoint, So as there shall be reserved upon every such Lease to be yearly paid during the continuance thereof the greatest and best yearly Rent or Rents that can be gotten for the same Premises to be letten.

Provido, If the Lady claim
Dower in any Lands whereof
her Husband is seised, then all
the now Trust in the Lease-
hold to be void.

Provided also, And it is farther covenanted, concluded, declared and fully agreed by and between all the said parties to these Presents, That if the said Lady L. Viscountess C. shall at any time hereafter claim or challenge any Dower of, in or to any the Manors, Lands, Tenements or Hereditaments whatsoever in Ireland, whereof or wherein the said A. Lord Viscount C. is or shall be seised, That then all the Trust hereby declared for the benefit of her the said



said Lady *L.* Viscountess *C.* of and in the said demised and assigned Premises, shall cease and be void; And that then also the Use herein before limited to the said Lady *L.* for her Life, of and in the said Town and Lands of *B.* and other the said Premises to her so limited, shall cease and be void; Any thing herein before contained to the contrary notwithstanding.

And the use of the Freehold also to cease.

And the said *S. le S.* for himself, his Heirs, Executors, Administrators and Assigns; And the said *G. le S.* for herself, her Heirs, Executors, Administrators and Assigns; do severally, and not jointly, nor one for the other, or for the Acts of the other, or of the Heirs, Executors or Administrators of the other, covenant and grant to and with the said Sir *J. C. G. R.* and *M. H.* their Heirs, Executors, Administrators and Assigns, by these Presents; That they, the said Sir *J. C. G. R.* and *M. H.* their Heirs, Executors, Administrators and Assigns, shall or lawfully may from time to time, and at all times hereafter, freely, quietly and peaceably have, hold and enjoy all and singular the Premises hereby granted, or mentioned to be granted, without any Let, Suit, Molestation, Eviction or Ejection of or by them the said *S. le S.* and *G. le S.* or either of them, their or either of their Heirs, Executors, Administrators or Assigns; And free and clear, or otherwise upon reasonable request to them in that behalf made, well and sufficiently recompensed, saved and kept harmless of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Assignments, Leases, Charges and Incumbrances whatsoever, had, made, committed, done, knowledged or suffered, or to be had, made, committed, done, knowledged or suffered by them the said *S. le S.* and *G. le S.* or either of them, or by any other person or persons by or with their or either of their means, consent, act, privity, knowledge or procurement.

The said Heir and Executrix of the surviving Trustee Covenant severally and not jointly for quiet enjoyment. Free from incumbrances.

And the said *A. Lord Viscount C.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant and grant to and with the said Sir *J. C. G. R.* and *M. H.* their Heirs, Executors, Administrators and Assigns, by these Presents, That they, the said *A. Lord Viscount C.* the said *S. le S.* and *G. le S.* or some or one of them have good right, full power and lawful authority to grant, bargain, sell and convey all and singular the Premises hereby granted or mentioned to be granted, in manner and form as the same are herein before granted or mentioned to be granted respectively. In witness, &c.

Viscount covenants, that he and his Trustees have power to grant.

Assignment of a Term (yet under a Proviso of Redemption) for Payment of one particular Debt by Trustees, who had in them a Term of 99 Years from the Lessors Death for payment of all his Debts in general. Note, Special Covenants touching the Interest and Profits.

Principal Deed rectified being a Lease for 99 years to commence after the Lessors Death.

This Indenture made, &c. between Sir E.C. of, &c. H.C. of, &c. Esquire, and R.C. of, &c. Esquire, of th' one part; and Sir T.C. of S. in Com. N. Knight and Baronet, of the other part; **Whereas** by one Indenture bearing date the, &c. Anno, made or mentioned to be made between the Right Honourable A. Lord C. since deceased, of the one part, and Sir W.W. of, &c. the said Sir E.C. H.C. and R.C. and T.H. Servant of the said A. Lord C. of th' other part; He, the said A. Lord C. (for the Considerations therein mentioned) did bargain, sell, grant and confirm unto the said Sir W.W. Sir E.C. H.C. R.C. and T.H. their Executors, Administrators and Assigns, (amongst other things) All those his Manors of O. and W. cum membris, with their and every of their Appurtenances in Comit. S. And all and singular Messuages, Tofts, &c. **To have and to hold** all and singular the said Manors, Messuages, Lands, &c. and all other the Premises with their and every of their Appurtenances, and every part and parcel thereof (amongst other things) unto the said Sir W.W. Sir E.C. &c. their Executors, Administrators and Assigns, immediately from and after the death and decease of the said A. Lord C. for and during and unto the full end and term of 99 years from thence next ensuing, and fully to be compleat and ended.

Upon Trust for payment of his Debts.

Nevertheless, upon Trust and Confidence, and to th' end, intent and purpose that they the said Sir W.W. Sir E.C. &c. and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them, should and might have, receive and take the Rents Issues and Profits of all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises; And imploy and dispose of the Rents, Issues and Profits of them and every of them, (amongst other things,) First, to and for the payment and satisfaction of all such Debts and Sums of Mony as the said A. Lord C. at the time of his decease should owe unto any person or persons whomsoever for his own proper Debts, and not a Surety for any other person or persons; And for the freeing and discharging of all and every such person and persons as should any ways stand bound or ingaged to or for him the said A. Lord C. for such his proper Debt or Debts; As in and by the said Indenture (relation, &c.) appear.

Two of the Trustees dead. The Debt owing to the now Assignee being Monies taken up by him for the Lessor upon Security of his own Estate

And whereas the said Sir W.W. and T.H. are since deceased. **And whereas** also the said A. Lord C. did owe and stand indebted at the time of his decease unto the said Sir T. C. the Sum of 5000 L. principal Mony, besides Interest, for the proper Debt of the said Lord C. Which 5000 L. the said Sir T. C. upon the Security of his own Estate and Credit, at the earnest request of the said A. Lord C. did borrow and take up, and did pay the said Monies so borrowed to the said A. Lord C.

Now this Indenture witnesseth, That, for the better satisfaction and payment of the said Sum of 5000 L. with the Interest for four years last past amounting to the Sum of 1500 L. unto the said Sir T. C.

his

his Executors or Administrators; And for the freeing and discharging the said Sir T.C. and his Estate of and from the Mortgage and Security so by him made and given for the said 5000 l. by him so borrowed and taken up as aforesaid; And also in Consideration of the Sum of five shillings of lawful, &c. to the said Sir E. C. H. C. and R. C. in hand paid by the said Sir T.C. at or before the Sealing and Delivery thereof, the Receipt whereof they do hereby acknowledge; They, the said Sir E.C. H.C. and R.C. have granted, bargained, sold, assigned and set over; And by these Presents, do, &c. unto the said Sir T. C. his Executors, Administrators and Assigns, All those the said Manors of O. and W. cum membris, with their Rights, &c. And all other the said Messuages, Lands, Tenements, Liberties, Priviledges, Franchises and Hereditaments to the said Manors belonging or in any wise appertaining, or demised, letten, used, occupied, enjoyed, accepted, reputed, taken or known as part, parcel or member of them, or either of them: (One Tenement called, &c. and the Lands thereunto belonging, part of the Manor of O. aforesaid, lately sold unto T. S. And one Tenement and 22 Acres of Land, late in the tenure or occupation of A. B. and part of the said Manor of O. lately sold unto W. R. out of these Presents only excepted and fore-prized.)

The Assignment for discharging that Debt.
The Particulars.

Exception.

And the said Sir E.C. H.C. and R.C. do farther (for the Consideration aforesaid) grant, bargain, sell, assign and set over unto the said Sir T.C. his Executors, Administrators and Assigns, the Reversion and Reversions, Remainder and Remainders of the said Manors and Premises, and all Rents, Reservations and Services thereunto incident and belonging; And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of them the said Sir E.C. H.C. and R.C. of, in and to the said Manors and Premises, and every of them, (except before excepted:) To have and to hold the said Manors, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be granted, with their and every of their Appurtenances, unto the said Sir T.C. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 99 years yet to come and unexpired.

Assignment of the Reversion; &c.

Habund. during the residue of the term.

Provided always, and upon this Condition nevertheless; That if the said Sir E.C. H.C. and R.C. or any of them, their or any of their Heirs, Executors, Administrator or Assigns, shall before the, &c. day of M. which shall be in, &c. well and truly pay, or cause to be paid unto the said Sir T.C. his Executors, Administrators or Assigns, the said Sum of 1500 l. and the said Sum of 5000 l. That then this present Indenture, and all the Term and Estate hereby granted and assigned shall cease, determine, and become and be void, frustrate and of none effect, to all intents and purposes.

Proviso, If the Money and arrears of Interest be paid at the day appointed, then this Indenture to cease.

But if the said 1500 l. and the said Sum of 5000 l. shall not be paid before the said, &c. day of M. which shall be in the said year of, &c. That then and from thenceforth it shall and may be lawful to and for the said Sir T.C. his Executors, Administrators and Assigns, absolutely to sell and convey away all and singular the said Manors, Messuages, Lands and Premises, and all and every the Term and Estate of and in the same hereby granted and assigned unto him for the purpose aforesaid.

If not, then the Grantee shall sell the Premises to pay him his Debt and Interest.

Trustees covenant, that they have not done any thing to incumber the Estate.

And the said Sir E. C. for himself, his Executors and Administrators; and the said H. C. for himself, &c. and the said R. C. for himself, &c. severally, and not joyntly, nor one for the other, or for the Acts of the other, do covenant and grant to and with the said Sir T. C. his Executors and Assigns, by these Presents, That they, the said Sir E. C. H. C. and R. C. have not done, or willingly and wittingly suffered any act or thing, whereby the Premises or any part thereof, for and during the said residue of the said Term of 99 years hereby granted and assigned, or intended to be granted or assigned, are or may be impeached or incumbered in Title, Charge, Estate or otherwise.

The Profits of the Premises to be received before the day of payment shall be to pay the Interest henceforth to grow due.

And it is hereby declared and agreed by and between all the said Parties to these Presents, That all the Profits of the said Manors and Premises to be received before the said, &c. day of M. which shall be in the said year, &c. shall be applied for and towards Payment of the Interest henceforth to grow due for the said 5000 l. after the usual Rate.

If any overplus be received for that purpose, then to be discompted, and allowed towards the Interest already due.

And if any more Rents or Profits shall be there-out received than shall be sufficient for that purpose, that the same shall be discompted and allowed in part of the said 1500 l. already due.

If the Profits be not sufficient to pay such Interest by the time fixed, then there shall be paid to the Grantee (in case the Premises shall be redeemed at the time appointed) so much as shall satisfy the Interest for the Principal.

And if the said Rents and Profits, so to be received, shall not be sufficient for payment of such Interest as aforesaid, That then there shall be paid to the said Sir T. C. his Executors or Assigns, in case the same Premises shall be redeemed by the said Sir E. C. H. C. and R. C. their Executors or Administrators, or some of them, at the same time of redemption thereof, so much more as, together with the said Rents and Profits so to be received, shall be sufficient to satisfy the said Interest for the said 5000 l. In witness, &c.

Covenants usual on a Purchase of Copyholds in several Manors.

AND the said *F.C.* for himself, his Heirs, &c. doth covenant, &c. to and with the said *W.B.* his Heirs and Assigns, by these Presents, That he, the said *F.C.* now, at the time of the Sealing and Delivery of this, &c. is solely, lawfully and rightfully seised of and in all and singular the said Copyhold-lands and Premises herein before mentioned to be granted, with their, &c. Appurtenances, of a good Estate in Fee-simple, according to the custom of the several Manors of which the same Premises are respectively holden.

Covenant
seised in fee
according to
the custom of
the Manor.

AND that he, the said *F.C.* or his Heirs shall and will, at the several Courts Baron to be next held for the several Manors of which the same Premises are respectively holden, upon the request of the said *W.B.* his Heirs or Assigns, surrender into the hands of the Lords of the said several Manors, to the Stewards thereof respectively, or otherwise, according to the custom of the said several Manors, To the use of the said *W.B.* his Heirs and Assigns, All and singular the said Copyhold-lands and Premises herein before mentioned to be granted, which he the said *F.C.* doth hold of the said several Manors by Copy of Court-roll according to the respective customs of the said several Manors.

Covenant to
surrender.

AND that he, the said *F.C.* and his Heirs, shall and will from time to time, and at all times hereafter, within the space of seven years next ensuing the date hereof, at and upon the reasonable request and proper costs and charges in the Law of the said *W.B.* his Heirs or Assigns, make and do all and every such farther and other lawful and reasonable acts and things for the farther, better and more perfect assuring and conveying of the said Copyhold-lands and Premises to the use of the said *W.B.* his Heirs or Assigns, or by his or their Council learned in the Law shall be reasonably devised, advised and required.

Further assu-
rance.

AND that at the time of such Surrender or Surrenders or other Assurance or Assurances to be made of the same Copyhold-lands and Premises, all and singular the said Copyhold-lands and Premises so to be surrendered or otherwise conveyed as aforesaid, shall be free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all former Surrenders, Forfeitures and other Incumbrances whatsoever had, made, done, or wittingly and willingly suffered by him the said *F.C.* or by any other person or persons whatsoever lawfully claiming by, from or under him. In witness, &c.

Free from In-
cumbrances.

A Demise for 60 Years by Husband and Wife in Trust for the Wife, upon a Promise of the Husband before Marriage: the Husband not to meddle therewith.

Thrice.
Vide fol. 307.
125.

This Indenture made, &c. between Sir C. W. of, &c. and the Right Honourable A. Countess of M. late the Wife of J. Earl of M. deceased; and now the Wife of the said Sir C. W. of th' one part; and the Right Honourable W. Earl of, &c. B. Viscount C. W. Lord M. of th' other part; Witnesseth, That the said Sir C. W. and A. Countess of M. his Wife, for and in consideration of the Sum of five shillings of, &c. to them in hand paid by the said W. Earl of B. B. Viscount C. W. Lord M. at or before the Sealing and Delivery hereof; The Receipt whereof they do hereby acknowledge; And in performance of a Promise and Agreement made before the Intermarriage of the said Sir C. W. and the said A. Countess of M. And for divers other good Causes and reasonable Considerations them moving; Have bargained, sold, demised and granted; And by these Presents, do bargain, sell, demise and grant unto the said W. Earl of B. B. Viscount C. W. Lord M. All that the Manor of S. with their Rights, Members and Appurtenances thereof, in the County of G. And also all that the Manor of G. with the Rights, Members and Appurtenances thereof, in the County of W. **To have and to hold** the said Manors of S. and G. with their respective Rights, Members and Appurtenances, unto the said W. Earl of B. B. Viscount C. W. Lord M. their Executors, Administrators and Assigns, for and during the full Term of 60 years from henceforth next ensuing, fully, &c. If the said Sir C. W. and A. Countess of M. shall both of them jointly so long live.

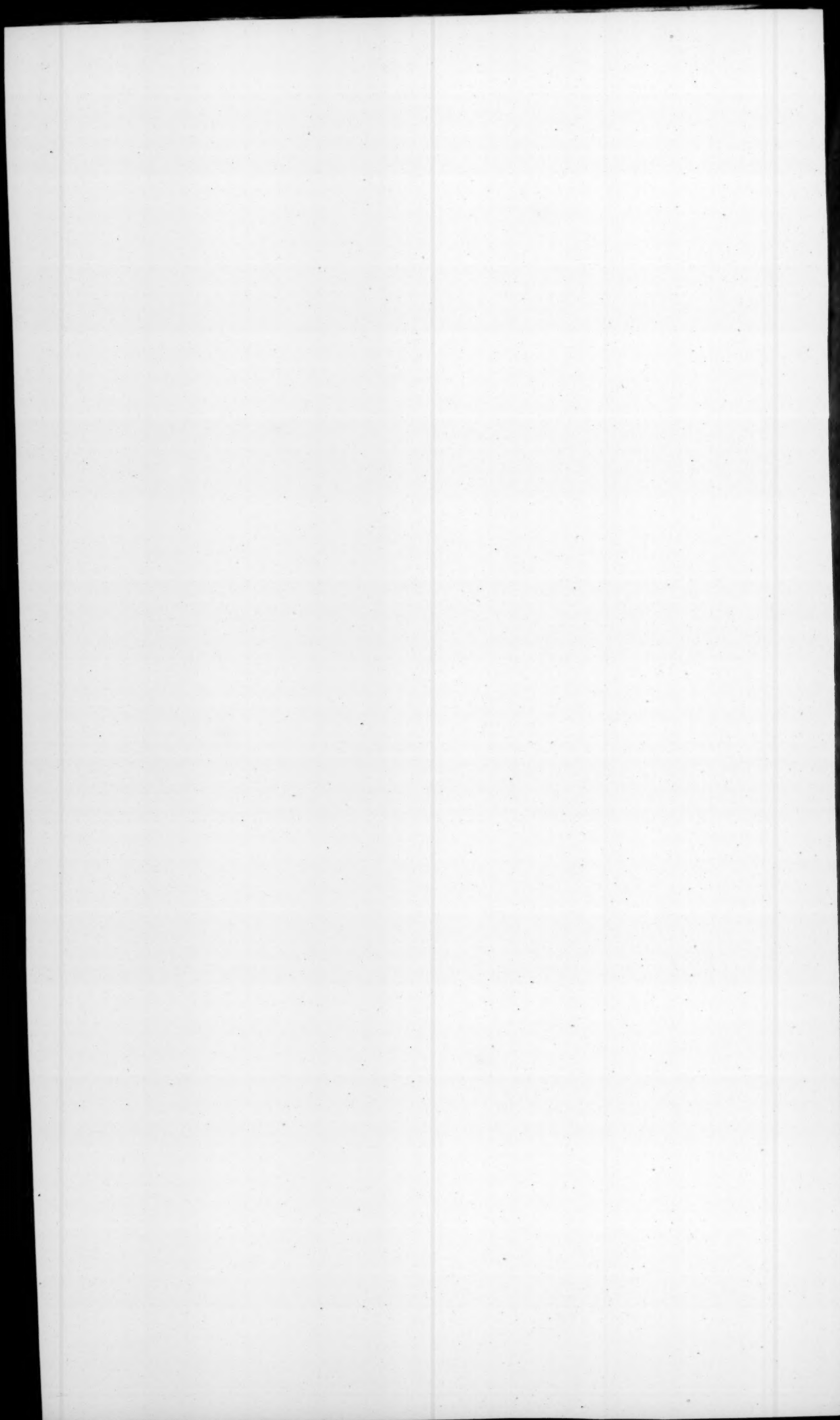
Habend, for 60 years if Husband and Wife jointly so long live.

The Trust for the proper benefit of the Wife.

Upon such Trust and Confidence nevertheless, as is herein after mentioned, that is to say, That they, the said W. Earl of B. &c. their Executors, Administrators and Assigns, shall from time to time during the said Term employ and dispose of all the Rents, Issues and Profits of all and singular the Premises hereby demised, to and for the sole, proper, peculiar and separate Use, Benefit and Maintenance of the said A. Countess of M. alone, and not for the Use or Benefit of the said Sir C. W. nor as he shall direct; But shall from time to time and at all times, during the said Term, pay, employ and dispose of all the Monies to be had, levied or raised out of the said Premises (other than such Monies as shall be from time to time expended in managing the Premises, and performing the Trust hereby reposed, which it shall and may be lawful for them from time to time to deduct) into the proper hands of the said A. Countess of M. or into the hands of such person or persons as she shall from time to time, alone, without the said Sir C. W. by any Writing or Writings by her signed with her own Hand, appoint the same to be paid, and not otherwise.

Not to dispose of the Monies to the Husband.

And that they, the said W. Earl of B. &c. their Executors, Administrators or Assigns, or any of them, shall not dispose or pay any of the said Monies to be had, levied or raised out of the Premises, or any part thereof, unto him the said Sir C. W. or by his appointment or



or to or for his Use or Benefit; or permit him to intermeddle with any of the said Rents and Profits of the Premises or Monies that shall be raised thereby.

But that he the said Sir C. W. his Executors and Administrators shall be wholly excluded therefrom, and from all the Benefit, Profit or Proceed thereof.

Provided always nevertheless; And it is hereby declared, meant and agreed by and between the said Parties to these Presents; That if the said Sir C. W. shall at any time or times hereafter be sued, troubled or molested for or in respect of any Debt or Debts, Duty, Sum or Sums of Money, or other thing whatsoever, due or owing, or pretended to be due or owing by the said A. Countess of M. to any person or persons whomsoever, before her Intermarriage with the said Sir C. W. or since; Or for or in respect of any Wares, Commodities, Money or other things whatsoever, bought, taken up, borrowed, had or received, or to be hereafter bought, &c. or received by the said Countess, or for her only use, wearing, imployment or occasions; Or for or in respect of any Contract, Bargain, Quarrel, Trespass or other matter or thing whatsoever, had, made, done or committed, or to be hereafter had, &c. or committed by the said Countess; That then, and in any such case, they, the said W. Earl of B. &c. their Executors, Administrators and Assigns, shall and may, out of, by and with the Rents, Issues and Profits of the said demised Premises, make full recompence and satisfaction unto the said Sir C. W. his Executors or Administrators, for all Costs, Charges, Payments, Loss, Damage or Trouble whatsoever, which he the said Sir C. W. his Executors or Administrators, shall any way sustain, pay, expend, lose, suffer or be put unto for or concerning the same, or in respect of any such Suit, Trouble or Molestation; Any thing therein contained to the contrary notwithstanding.

Proviso. that if the Husband be sued for any Debts of the Wife, the Trustees to pay them.

And the said Sir C. W. for himself, his Heirs, &c. do covenant, promise and grant to, &c. W. Earl of B. &c. their Executors, &c. That they, the said W. Earl of B. &c. their Executors, &c. shall or lawfully may, upon and under the Trusts aforesaid, from time to time, and at all times hereafter, during the said Term, freely, quietly and peaceably have, hold and enjoy all and singular the Premises hereby demised, &c. And receive and take all the Rents, &c. claiming by, from and under him; And clear and free, and freely, &c. former and other Bargains, Sales, Leases, Estates, Debts, Duties, Judgments, Statutes, Recognizances, Seisures, Sequestrations, Extents, Charges and Incumbrances whatsoever, had, made, &c. by the said Sir C. W. or by any other person or persons claiming by, from, &c. him.

Covenant by the Husband for peaceable enjoyment.

Free from Incumbrances, &c.

And farther also, That he, the said Sir C. W. shall not nor will at all intermeddle with any of the Monies, Rents, or any other Issues or Profits of the Premises, which shall be paid or come to the hands of the said A. Countess of M. by reason of these Presents or the Trust aforesaid; But shall and will permit and suffer her the said Countess to have and dispose of the same at her own will and pleasure.

Not to meddle with th. Rents

And farther, The said Sir C. W. for himself, his Heirs, &c. doth covenant, promise and grant to, &c. W. Earl of B. &c. their Executors, &c. by these Presents, That he, the said Sir C. W. shall and will from time to time, and at all times hereafter, at and upon the reasonable

Covenant for farther Assurance.

able Request and proper Costs and Charges in the Law of the said *W.* Earl of *B.* &c. their Executors and Administrators, do, make, execute, acknowledge and suffer all and every such farther and other Act and Acts, &c. Devices in the Law whatsoever, for the farther, better and more perfect assuring of the said Manors and Premises, with the Appurtenances, unto the said *W.* Earl of *B.* &c. their Executors, Administrators and Assigns, for the Term aforesaid, and upon the Trusts and to the Intents herein before declared; Be it by Fine or Fines, Decree in *Chancery* or in any other Court of Equity, or otherwise, as by them the said *W.* Earl of *B.* &c. their Executors, Administrators or Assigns, shall be reasonably devised, &c.

Covenant not
to meddle
with the
Daughters
Portions settled
to them by
their Father
the Wives
former Hus-
band,

And whereas several Provisions have been made by the said *J.* Earl of *M.* deceased, for and concerning Portions and Sums of Money for the Ladies *E.* and *A. C.* Daughters of the said late Earl; and for their present maintenance, He, the said Sir *C. W.* for himself, his Heirs, Executors, Administrators and Assigns, doth farther covenant, &c. to and with the said *W.* Earl of *B.* &c. their Executors, &c. by these Presents, That he, the said Sir *C. W.* shall not nor will at all intermeddle with the said Portions or Sums of Money, or the Proceed thereof; Nor receive any of the Monies appointed for the said Portions and for the maintenance of the said Ladies *E.* and *A. C.* But shall and will permit and suffer the said *A.* Countess of *M.* and such as she shall appoint, and such other persons as are impowered or intrusted by the said late Earl, wholly to dispose of the same, and of the Lands out of which they are to be raised, without any intermeddling or interruption of or by him the said Sir *C. W.* In witness, &c.

An Assignment of three Bonds after forfeiture.

TO all People to whom this present Writing shall come; I *N. B.* of, &c. send greeting in our Lord God everlasting; *Whereas* *T. A.* late, &c. deceased; and *E. A.* Dr. in *D.* did heretofore become joyntly and severally bounden unto me the said *N. B.* in and by three several Obligations or Writings Obligatory; That is to say, in and by one Obligation bearing date the, &c. of the Sum of 150 *l.* And in and by one other Obligation of the same date, of the like Sum of 150 *l.* And in and by one other Obligation bearing date, &c. of the Sum of 300 *l.* with such Conditions thereunder written or indorsed thereupon respectively, as by the same may appear; Which said Conditions have not been performed; But the said Obligations are become absolute and indefeasible.

Now know ye, That I the said *N. B.* aswell in Consideration of a competent Sum of Money to me in hand paid by *J. A.* of *L.* Gent. The Receipt whereof I do hereby acknowledge; As for other good Causes me moving, Have granted, assigned and set-over, and by these Presents, do, &c. unto the said *J. A.* his Executors and Administrators, the said three several Obligations or Writings Obligatory, and all and every the Sum and Sums of Money therein mentioned or thereby due and payable.

And

And I do hereby make and ordain the said *J. A.* my true and lawful Attorney irrevocable, and do give unto him full power and authority, in my name, place and stead, to demand and receive all or any Monies due or payable by or upon all or any the said Obligations; And to sue for and recover the same; And also to release, acquit and discharge the same; And to do and cause to be done all and every act and thing for the recovering, obtaining and getting the said several Sums of Money, or any of them, which I my self may or might do or cause to be done; And also to detain and keep to his own use all such Monies so to be received, without any Account to be given to me, my Executors or Administrators, concerning the same.

And I, the said *N. B.* do for me, my Executors and Administrators, covenant and grant to and with the said *J. A.* his Executors and Administrators, by these Presents, That I, the said *N. B.* will not at any time hereafter revoke any Authority hereby given to the said *J. A.* Covenant not to revoke.

And farther, That I, the said *N. B.* my Executors and Administrators, shall and will from time to time, at and upon the reasonable request and proper costs and charges in the Law of the said *J. A.* his Executors or Administrators, make, seal and deliver, perform and do all and every such farther act and acts, thing and things for the better enabling or authorizing the said *J. A.* his Executors or Administrators, to obtain, get or receive to his and their own use the said Monies due upon the said several Obligations or any of them, and with Covenants not to revoke the same, as by the said *J. A.* his Executors or Administrators shall be reasonably devised or required. To do any farther act for the enabling to receive the Money.

And farther also, That I, the said *N. B.* my Executors or Administrators, shall not nor will (unless it be at the request of the said *J. A.* his Executors or Administrators) release or discharge the said Obligations or any of them, or any Debt thereby due; Nor disavow or become non-suit in any Action or Suit to be brought upon any of them; Nor do or willingly suffer to be done any act or thing whereby the said Monies, payable by or upon the said Obligations, or any of them, may not be recovered, had and received by the said *J. A.* his Executors or Administrators, to his and their own use. Covenant not to release.

And for the true performance of all Covenants, Grants, Matters and Things therein contained; I, the said *N. B.* do hereby bind me, my Heirs, Executors and Administrators, unto the said *J. A.* his Executors and Administrators, in the Sum of 200 *l.* of, &c. to be paid to the said *J. A.* his Executors or Administrators. In witness whereof, I, the said *N. B.* have hereunto put my Hand and Seal, the, &c. Penalty for performance.

An Assignment of one Bond by an Executrix or Administratrix after Forfeiture.

TO all People, &c. I, S. R. of L. &c. Executrix of the last Will and Testament, or, Administratrix of the Goods and Chattels of R. R. late of L. aforesaid, my late Husband deceased, send greeting, &c. *Whereas* T. A. deceased, E. A. Doctor in Divinity, and J. L. &c. did heretofore become joyntly and severally bound unto the said R. R. in the Sum of 300*l.* of, &c. in and by one Obligation or Writing obligatory bearing date the, &c. with Condition thereunder written, or thereon indorsed, for Payment of, &c. upon the, &c. next ensuing the date of the said Obligation, as by the same may appear; Which said Condition hath not been performed; But the said Obligation is become absolute and indefeisible.

Now know ye, That I, the said S. R. aswell in Consideration of a competent Sum of Mony to me in hand paid by J. A. of L. Gent. The Receipt whereof I do hereby acknowledge; As for other good Causes me moving; Have granted, assigned and set-over, and, by these Presents, do, &c. unto the said J. A. his Executors and Administrators, the said Obligation or Writing obligatory, and all and every the Sum and Sums of Mony therein mentioned or thereby due and payable.

Letter of Attorney.

And I do hereby make and ordain the said J. A. my true and lawful Attorney irrevocable, and do give unto him full power and authority, in my name, place and stead, to demand and receive all or any Monies due or payable by or upon the said Obligation; And to sue for and recover the same; And also to release, acquit and discharge the same; And to do and cause to be done all and every act and thing for the recovering, obtaining and getting of the said Debt or Sum of Mony, which I my self may or might do or cause to be done; And also to detain and keep to his own use all such Monies so to be received, without Account to be given to me, my Executors or Administrators concerning the same.

Covenant not to revoke.

And I, the said S. R. do, for me, my Executors and Administrators, and the Executors and Administrators of the said R. R. covenant and grant to and with the said J. A. his Executors and Administrators, by these Presents, That I, the said S. R. will not any at time hereafter revoke any Authority hereby given to the said J. A.

To do any further act to enable to receive the Mony.

And farther, That, I, the said S. R. my Executors and Administrators, shall and will from time to time, at and upon the reasonable request and proper costs and charges in the Law of the said J. A. his Executors or Administrators, make, seal and deliver, perform and do all and every thing such farther act and acts, thing and things for the better enabling or authorizing the said J. A. his Executors or Administrators, to obtain, get or receive to his and their own use the said Monies due upon the said Obligation, and with Covenants not to revoke the same, as by the said J. A. his Executors or Administrators, shall be reasonably devised or required.

And

And farther also, That I, the said S. R. my Executors or Administrators, shall not nor will (unless it be at the request of the said J. A. his Executors or Administrators) release or discharge the said Obligation, or any Debt thereby due ; Nor disavow or become nonsuit in any Action or Suit to be brought upon the said Obligation ; Nor do, or willingly suffer to be done, any act or thing whereby the said Monies, payable by or upon the said Obligation, may not be recovered, had and received by the said J. A. his Executors or Administrators, to his and their own use.

Not to release.

And for the true performance of all the Covenants, Grants, Matters and Things herein contained, I, the said, S. R. do hereby bind me, my Heirs, Executors and Administrators, unto the said J. A. his Executors and Administrators, in the Sum of, &c. to be paid unto the said J. A. his Executors or Administrators. In witness, &c.

Penalty for performance.

Articles of Agreement indented, made, concluded and agreed upon, the, &c. day of, &c. Between Sir G. S. of, &c. Knight, of th' one part ; and R. H. of L. Merchant, of th' other part ; (That is to say :)

IN Consideration of a Marriage, by the Grace of God, intended be shortly hereafter had and solemnized between the said R. H. of the one party ; and M. S. youngest Daughter of the said Sir G. S. of the other party ; And of the Sum of 2000 li. of, &c. to him the said R. H. at and before the Sealing and Delivery of these present Articles by the said Sir G. S. in hand paid or secured to be paid by the said Sir G. S. for the Marriage-portion of the said M. the Receipt whereof accordingly the said R. H. doth hereby acknowledge, and therewith himself to be fully satisfied and contented ; He the said R. H. doth for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise and grant to and with the said Sir G. S. his Executors and Administrators, by these Presents, That he, the said R. H. shall and will, by Deed or Deeds executed in his life-time, or by his last Will and Testament in Writing, well and sufficiently convey, settle or bequeath unto or upon the said M. S. in case she shall happen to survive him, the said R. H. One full Third part of all such Goods or Chattels both real and personal as he, the said R. H. or any other person or persons, to his Use or in Trust for him, shall have at the time of his Decease.

Articles before marriage to convey or leave by Will the third part of the personal Estate and Lands to the Wife.

And also, One full Third part of all such Debts as at the time of the Decease of the said R. H. shall be owing unto him the said R. H. or unto any other person or persons in Trust for him.

A third part of all Debts.

Third part of
the Lands.

Except Mort-
gages.

Covenant to
enjoy all ad-
vantages, &c.
according to
the custom of
London.

And farther also, That he, the said R. H. shall and will also by Deed or Deeds executed in his life time, or by his last Will and Testament in Writing, or otherwise, well and sufficiently convey and assure, or cause to be conveyed and assured unto her, the said M. S. or to her use, for and during all the Term of her natural Life, One full Third part of all such Lands, Tenements and Hereditaments whereof he, the said R. H. or any other person or persons in Trust for him, or to his use, shall at any time, during the Coverture between him and the said M. S. stand or be seized of any Estate of Inheritance; Unless it be in case of Mortgages made to or in Trust for the said R. H. which shall be redeemed, and the Monies thereupon due paid in before his Death.

And farther also, That she, the said M. in case she shall happen to survive the said R. H. shall and may, by force and virtue of some lawful Assignment, Gift or Bequest, or other lawful ways or means procured, made, executed or done by the said R. H. in life-time, have and enjoy all and every such farther and other Advantages and Emoluments whatsoever out of and by the Estate of the said R. H. her intended Husband, or the value thereof, as by any Law, Usage or Custom of the City of London; or otherwise, she might or ought to have, if the said R. H. now were, or, at the time of his Decease, should be a Citizen and Freeman of the City of London. In witness, &c.

A Demise

A Demise to Trustees for years, in consideration and in performance of a Promise and Agreement before Marriage on the behalf and for the separate maintenance of the Wife.

This Indenture made, &c. between Sir C. W. of T. in the County of C. Baronet, and the Right Honourable A. Countess of M. late the Wife of J. Earl of M. deceased. and now the Wife of the said Sir C. W. of the one part, and the Right Honourable W. Earl of B. B. Viscount C. W. Lord M. and Sir A. St. J. Uncle to the said Countess of th' other part, *Witnesseth*, That the said Sir C. W. and A. C. of M. his Wife, for and in consideration of the sum of 5 s. of, &c. to them in hand paid by the said W. E. of B. B. Viscount C. W. Lord M. and Sir A. St. J. at or before the sealing and delivery hereof, The Receipt whereof they do hereby acknowledge, And in performance of a Promise and Agreement made before the Intermarriage of the said Sir C. W. and the said A. C. of M. And for divers other good Causes and reasonable Considerations them moving, Have bargained, sold, demised and granted, and by these Presents do bargain, sell, demise and grant unto the said W. E. of B. B. Viscount C. &c. All that the Manor of S. with the Rights, Members and Appurtenances thereof in the County of G. And also all that the Manor of G. with the Rights, Members and Appurtenances thereof in the County of W. To have and to hold the said Manors of S. and G. with their respective Rights, Members and Appurtenances unto the said W. E. of B. &c. their Executors, Administrators and Assigns for and during the full Term of — years from henceforth next ensuing fully to be compleat and ended, if the said Sir C. W. and A. Countess of M. shall both of them joyntly so long live: Upon such trust and confidence nevertheless as is herein after mentioned, That is to say, That they the said W. E. of B. &c. their Executors, Administrators and Assigns, shall from time to time, during the said Term, imploy and dispose of all the Rents, Issues and Profits of all and singular the Premises hereby demised to and for the sole, proper, peculiar and separate use, benefit and maintenance of the said A. Countess of M. alone, and not for the use or benefit of the said Sir C. W. nor as he shall direct, But shall from time to time, and at all times during the said Term, pay, imploy and dispose of all the Monies to be had, levied or raised out of the said Premises (other than such Monies as shall be from time to time expended in managing the Premises and performing the Trust hereby reposed, which it shall and may be lawful for them from time to time to deduct) into the proper hands of the said A. Countess of M. or into the hands of such person or persons as she shall from time to time, alone, without the said Sir C. W. by any Writing or Writings, by her signed with her own hand, appoint the same to be paid, and not otherwise: And that they the said W. E. of B. &c. their Executors, Administrators and Assigns, or any of them, shall not dispose or pay any of the same Monies, to be had, levied or raised out of the Premises or any part thereof unto him the said Sir C. W. or by his appointment, or to or for his use or benefit, or permit him to inter-

Vide fo. 118.
307.

Consideration.

intermeddle with the said Rents and Profits of the Premises or Monies that shall be raised thereby, But that he the said Sir C. W. his Executors and Administrators shall be wholly excluded therefrom, and from all the benefit, profit or proceed thereof; **Provided** always nevertheless, And it is hereby declared, meant and agreed by and between the said parties to these Presents, That if the said Sir C. W. shall at any time or times hereafter, be sued, troubled or molested for, or in respect of any Debt or Debts, Duty, Sum or Sums of Money, or other thing whatsoever due or owing by the said A. Countess of M. to any Person or Persons whatsoever before her Intermarriage with the said Sir C. W. or since, Or for, or in respect of any Wares, Commodities, Money or other things whatsoever, bought, taken up, borrowed, had or received, or to be hereafter bought, taken up, borrowed, had or received by the said Countess, or for her only use, wearing, employment or occasions, Or for, or in respect of any contract, bargain, quarrel, trespass, or other matter or thing whatsoever, had, made, done or committed, or to be hereafter had, made, done or committed by the said Countess, That then and in any such Case, they the said W. E. of B. &c. their Executors, Administrators and Assigns, shall and may, out of, by and with the Rents, Issues and Profits of the said demised Premises, make full recompence and satisfaction unto the said Sir C. W. his Executors or Administrators, for all costs, charges, payments, loss, damage or trouble whatsoever, which he the said Sir C. W. his Executors or Administrators, shall any way sustain, pay, expend, lose, suffer, or be put unto for or concerning the same, or in respect of any such suit, trouble or molestation, any thing herein contained to the contrary notwithstanding; **And the said Sir C. W.** for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said W. E. of B. B. Viscount C. &c. their Executors, Administrators and Assigns by these Presents, That they the said W. E. of B. &c. their Executors, Administrators and Assigns, shall or lawfully may upon and under the Trusts aforesaid, from time to time, and at all times hereafter during the said Term, freely, quietly and peaceably, have hold and enjoy all and singular the Premises hereby demised or mentioned to be demised with their and every of their appurtenances, and receive and take all the Rents, Issues and Profits hereof, without the let, trouble or interruption of him the said Sir C. W. or from any Person or Persons claiming from, by or under him; And clear and free, and freely, clearly and absolutely acquitted, freed and discharged of and from all and all manner of former and other Bargains, Sales, Leases, Estates, Debts, Duties, Judgments, Statutes, Recognizances, Seisures, Sequestrations, Extents, Charges and Incumbrances whatsoever, had, made, committed or done by the said Sir C. W. or by any person or persons claiming by, from or under him.

And farther also, That he the said Sir C. W. shall not, nor will at all intermeddle with any of the Monies, Rents, or any other Issues or Profits of the Premises which shall be paid or come to the hands of the said A. Countess of M. by reason of these Presents or the Trust aforesaid, But shall and will permit and suffer her the said Countess to have and dispose of the same at her own Will and Pleasure.

And farther, The said Sir C. W. for himself, his Heirs, Executors Administrators and Assigns, and for every of them, doth covenant, promise

mise and grant to and with the said *VV. E. of B. &c.* their Executors, Administrators and Assigns by these Presents, That he the said Sir *C. W.* shall and will, from time to time, and at all times hereafter, at, and upon the reasonable request and proper costs and charges in the Law of the said *VV. E. of B. &c.* their Executors and Administrators do, make, execute, acknowledge and suffer all and every such farther and other reasonable Act and Acts, thing and things, devise and devises in the Law whatsoever, for the farther, better and more perfect assuring of the said Manors and Premises with th' appurtenances unto the said *W. E. of B. &c.* their Executors, Administrators and Assigns for the Term aforesaid, and upon the Trusts, and to the intents herein before declared, Be it by Fine or Fines, Decree in Chancery, or in any other Court of Equity or otherwise as by them the said *VV. E. of B. &c.* their Executors, Administrators or Assigns shall be reasonably devised, advised or required.

And whereas several Provisions have been made by the said *J. Earl of M.* deceased, for and concerning Portions and Sums of Money for the Ladies *E.* and *A. C.* Daughters of the said late Earl, and for their present maintenance, He the said Sir *C. VV.* for himself, his Heirs, Executors, Administrators and Assigns doth farther covenant, promise and grant to and with the said *VV. E. of B. &c.* their Executors, Administrators and Assigns by these presents, That he the said Sir *C. VV.* shall not, nor will at all intermeddle with the said Portions or Sums of Money, or the Proceed thereof, nor receive any of the Monies appointed for the said Portions, or for the maintenance of the said Ladies *E.* and *A. C.* But shall and will permit and suffer the said *A. Countess of M.* and such as she shall appoint, and such other Persons as are empowered or intrusted by the said late Earl, wholly to dispose of the same, and of the Lands out of which they are to raised without any intermeddling or interruption of, or by him the said Sir *C. VV.* In witness, &c.

A Settlement of Lands by Fine in the name and blood of the Cognizor.

Consideration
setling in
name and
blood.

This Indenture made, &c. between Sir *W. V.* of, &c. *W. V.* and *J. V.* Brethren of the said Sir *W. V.* of th' one part, and *J. B.* of, &c. second Son of the Right Honourable *T. Lord F. T. B.* of, &c. Grandchild of the said Lord *F.* and Sir *T. J.* of, &c. of the other part, **Witnesseth**, That for the assuring and setling of all and singular the Manors, Lands, Tenements and Hereditaments, herein after mentioned in the name and blood of him the said Sir *W. V.* so long as it shall please Almighty God, And for such other uses and intents, and in such sort as is herein aftermentioned.

Covenant to
levy a Fine.

It is covenanted, concluded and agreed by and between all the said Parties to these Presents, And the said Sir *W. V.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said *J. B. T. B.* and Sir *T. J.* their Heirs, Executors and Administrators, to, and with every of them by these Presents, That he the said Sir *W. V.* and the said *W. V.* and *J. V.* shall and will at the proper costs and charges in the Law of the said Sir *W. V.* on this side and before the end of *T.* Term next ensuing the date hereof, levy and acknowledge in due form of Law one Fine *Sur Conusans de Droit*, &c. to be ingrossed, recorded and sued forth with proclamations according to the Laws and Statutes of *England* in such case made and provided, and according to the usual course of Fines in such case used and accustomed unto the said *J. B. T. B.* and Sir *T. J.* or to the Survivors or Survivor of them, and the Heirs of one of them: Of all those the Manors of *H. L.* &c. with all and singular their and every of their Rights, Members and Appurtenances, and of all Messuages, Houses, Buildings, Mills, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Woods, Underwoods, Parks, Warrens, Advowsons, Courts-Leet, Courts-Baron, Liberties, Franchises and Hereditaments to the said Manors and to every or any of them belonging or in any wise appertaining, or accepted, reputed, used or enjoyed as part or member of them or any of them, or with them or any of them now used or enjoyed (one Farm called *D.* and one other farm called *C.* Farm in *F.* aforesaid only excepted) And of all other the Manors, Messuages, Lands, Tenements, Tithes, Rents, Reversions, Services, Profits, Commodities and Hereditaments whatsoever which formerly were the Inheritance of *W. V. Esq;* Grandfather of the said Sir *W. V.* and of Sir *T. V.* Father of the said Sir *W. V.* or either of them, or whereof or wherein the said Sir *W. V.* *W. V.* and *J. V.* or any of them now have or hath any manner of Estate of Inheritance or Freehold in possession, reversion or remainder, situate, lying, being, coming, growing or renewing in *H. L. N. C. S. W. S. F. F.* and *P.* or any of them in the said County of *T.* (except before-excepted) By such apt and convenient names, numbers of Messuages and Acres, and other the Premises, quantities and qualities of Land, and in such sort, manner and form as shall be thought fit; Which said Fine so to be levied as aforesaid, and all and every other Fine and Fines heretofore had, made.

Exception.

made, levied or acknowledged, or hereafter to be had, made, levied or acknowledged of or upon the said Manors, Lands and Premises, or any part thereof, by or between the said parties to these presents, or whereunto they or any of them are or shall be party or parties, shall enure and be; And all the said parties to these presents do hereby declare and agree, that the same shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; And that the said J. B. T. B. and Sir T. J. and all and every other Conusee or Conusees in the said Fine or Fines, and his and their Heirs shall stand and be seised of and in all and singular the said Manors, Lands, Tenements, Hereditaments and Premises herein before mentioned, with their and every of their Appurtenances; To the several uses, behoofs, intents and purposes, And with and under the several Limitations, Powers, Liberties, Authorities, Provisoos and Agreements hereafter in and by these presents declared, mentioned, limited and expressed concerning the same respectively; And to and for none other use, intent or purpose whatsoever; That is to say, To the use and behoof of the said J. B. T. B. and Sir T. J. their Executors, Administrators and Assigns for the full Term of 200 years from the day of the date of this present Indenture fully to be compleat and ended without Impeachment of or for any manner of waste upon the Trusts, Limitations and Agreements herein after mentioned, expressed and declared concerning the same Term and Estate; And from and after the end, expiration, surrender or other determination of the said Estate for Years, to the use and behoof of the said Sir W. V. for and during the Term of his natural life without Impeachment of or for any manner of waste, and with full power to do and commit waste, and with such farther Powers, Liberties, Authorities and Provisoos as hereafter is limited and expressed, And after his Decease to the use and behoof of W. V. eldest Son and Heir apparent of the said Sir W. V. and the Heirs-males of the Body of the said W. V. the Son lawfully to be begotten, And for default of such Issue, To the use and behoof of the second Son of the said Sir W. V. and the Heirs-males of the Body of such second Son lawfully to be begotten, And for default of such Issue, To the use, &c. of the third Son of, &c. *prout supra*. And for default, &c. To the use, &c. of the fourth Son of, &c. And for default, &c. To the use, &c. of the fifth Son of, &c. And for default, &c. To the use, &c. of the sixth Son of, &c. And for default, &c. To the use, &c. of the seventh Son of, &c. And for default, &c. To the use and behoof of the eighth, ninth, tenth, and all other the Sons of the said Sir W. V. successively one after another, in order and course as they shall be in Order and Seniority of Age and Priority of Birth, and the several Heirs males of their several and respective Bodies lawfully to be begotten, the elder of the said Sons and the Heirs-males of his Body being ever preferred before the other, and the Heirs-males of their Bodies; And for default of such Issue, in case Dame V. now the Wife of the said Sir W. V. or any other Woman that shall be the Wife of the said Sir W. V. at the time of his Decease shall happen to be enseint with Child by him at the time of his Decease, To the use and behoof of the said Dame V. or of such other Woman as shall be the Wife of the said Sir W. V. and shall be so enseint at the time of his Decease as aforesaid, until she shall be of such after-born Child delivered, or shall die, whichsoever shall first happen, in Trust for the benefit of such Child when it shall be born; And if such after-born Child shall happen to be

Uses declared.

To the Cognizees for 200 years without impeachment of waste.

Then to the Cognizee for life.

Then to his eldest Son by name, and the Heirs-males of his Body.

Remainder to the second and the Heirs-males of his Body, &c. to the tenth.

Remainder to his Wife if enseint, till delivered.

If delivered of a Son, then to the use of such after-born Son and the Heirs-males of his Body.

Remainder to his Brothers and the Heirs-males of their Bodies.

Remainder to the Heirs of the Body of the Cognizor.

Remainder to the right Heirs of his Father.

Trust as to the 200 years.

For raising Money for payment of Debts according to two settlements made for that purpose before, and for raising Portions for Daughters out of part of the Premises.

a Son, then from and after the Birth of such after-born Son, To the use and behoof of such after-born Son, and the Heirs-males of his Body lawfully to be begotten: And for default of such Issue, to the use and behoof of the said *W.V.* and the Heirs-Males of his Body lawfully begotten, and to be begotten. And for default of such Issue, to the use and behoof of the said *J.V.* and of the Heirs-males of his Body lawfully begotten, and to be begotten: And for default of such Issue, to the use and behoof of *P.V.* and of the Heirs-males of the Body of the said *P.* lawfully begotten, and to be begotten: And for default of such Issue, to the use and behoof of the Heirs of the Body of the said Sir *W.V.* lawfully begotten or to be begotten: And for default of such Issue, to the use and behoof of the right Heirs of the said Sir *T.V.* deceased, late Father of the said Sir *W.V.* for ever.

And it is hereby declared and agreed by and between the said parties to these Presents, and the true intent and meaning of them, and every of them, and of these Presents is, That the Estate and Term of 200 years herein before limited to the said *J.B. T.B.* and Sir *T.J.* their Executors, Administrators and Assigns, as aforesaid, is upon these special Trusts and Confidences following, concerning the said Manors, Lands and Premises respectively, that is to say, as for and concerning all that the said Manor of *W.* and all that the Park of *W.* with the Appurtenances thereof, and all other the said Premises of *W.* and *S.* or either of them; or in the Parish of *K.* in the said County of *T.* and the Reversion and Reversions yearly, and other Rents and Profits of the same Premises, and of every part and parcel thereof in the first place for the performance of the particular Trusts mentioned and expressed in one Indenture, bearing date, &c. made or mentioned to be made between the said Sir *W.V.* of the one part, and the said *J.B. Sir W.F.* Knight, deceased, and the said Sir *T.J.* of the other part, touching the raising and levying Monies to be employed for the payment of the Debts and Sums of Money particularly mentioned and expressed in a Schedule indented to the said Indenture, annexed together with Interest for the same, as in the said Indenture is mentioned; And touching raising of Monies for Portions for the Daughters of the said Sir *W.V.* as in the said Indenture is mentioned; And after those particular Trusts performed, then to the intent and purpose, that they the said *J.B. T.B.* and Sir *T.J.* their Executors, Administrators and Assigns, shall by and with and out of the profits of all and singular the said Manor, Park, Lands, Tenements, Hereditaments and Premises last mentioned, or by Lease, Demise or Sale of the same Premises, or any part thereof, or otherwise according to their discretions from time to time raise such Monies as shall be sufficient as well to pay unto *W.L.* of, &c. his Executors, Administrators and Assigns the annual or yearly Rent of 200 *l.* reserved and payable by or upon one Indenture of Lease bearing Date, &c. whereby the said Manor of *W.* and Park of *W.* and other the Premises in *W.S.* and *K.* aforesaid, are demised or mentioned to be demised by the said *W.L.* unto the said *J.B.* and *T.B.* and Sir *T.J.* for the term of thirteen years and eleven months; from the day of the date of the said Indenture, with Reservation of the said yearly Rent of 200 *l.* during the first 7 years of the said Term at the Feasts of *P.* and *St. M.* by equal Portions, or within 10 days next after either of the said days of payment thereof, as also to recompence and indemnify the said *J.B. T.B.* and Sir *T.J.* their Heirs, Executors and Administrators of, for and from the said yearly Rent of 200 *l.* and all other their or any of their Engagements to the

the said *W. L.* for or in respect thereof, or otherwise to the said *W. L.* for the said *Sir W. V.* and that the said Monies so used for the purposes aforesaid shall be employed accordingly; and after all the said particular Trusts before mentioned shall be performed, then as for and concerning all and singular the same Manor, Park, and other the Premises of and in *W. S.* and *K.* aforesaid, and also from and immediately after the levying of the said Fine, as for and concerning all and singular the rest and residue of the said Manors, Lands, Tenements, Hereditaments and Premises whatsoever herein before mentioned upon Trust, that they the said *J. B. T. B.* and *Sir T. J.* their Executors and Administrators out of the profits of the same Premises, or by Sale Demising or Mortgaging the same, or any part or parts thereof, may raise any Sum or Sums of Money not exceeding in the whole 6000 *l.*

Trust for raising 6000 *l.* out of the whole, viz. out of the said part after the former trusts performed, and out of the residue immediately.

And upon this farther Trust and Confidence, that after all the said Trusts performed, they the said *J. B. T. B.* and *Sir T. J.* their Executors and Administrators shall surrender and deliver up all their said Estate and Term of years in the Premises, or so much thereof as shall be unsold or undispos'd of for the purposes aforesaid, unto such person or persons as for the time being shall have the immediate Reversion or Freehold of the Premises, by the intent and true meaning of these Presents, in case it shall seem good unto them, the said *J. B. T. B.* and *Sir T. J.* their Executors or Administrators so to surrender and deliver up the same, and that they in their Discretion shall think fit so to do; Or otherwise they shall permit and suffer all the rest and residue of the Rents and Profits of all and singular the Premises, or so much thereof as shall be unsold or undispos'd of for the purposes aforesaid, to be from time to time had, taken and receiv'd by the said *Sir W. V.* during his life, and after his decease by such other person or persons respectively, as for the time being, shall have the immediate Reversion or Freehold of the Premises, by the true intent and meaning of these Presents according to their several Estates and Interests herein before limited to them, the same being intended, and hereby declared and agreed after all the said Trusts performed to be either surrendered or delivered up, or else to be kept on foot to attend and wait upon the Freehold and Inheritance of the same Premises respectively, at the choice and election of the said *J. B. T. B.* and *Sir T. J.* their Executors, Administrators and Assigns.

To surrender the term after the trust performed.

Or permit the persons respectively who have the Freehold to enjoy.

Provided always, and it is hereby declared, meant and agreed by and between the said parties to these Presents, and the intent and meaning of them, and every of them, and of these Presents is, That after the Death of Dame *V.* now the Wife of him the said *Sir W. V.* He the said *Sir W. V.* shall have full power, liberty and authority, and that it shall and may be lawful to and for him the said *Sir W. V.* from time to time, and at all times after the Decease of the said Dame *V.* during his life, by any Deed or Deeds, Writing or Writings, under his own proper Hand and Seal, to be subscribed and sealed in the presence of three or more credible Witnesses to assign, limit or appoint to, and to the Use of, or in Trust for any Woman that shall be the Wife of the said *Sir W. V.* as well before as after his Marriage with such Woman, for and during the natural life of such Woman, or for any number of years determinable upon the Death of such Woman, for and in lieu, name or stead of her Joynture, or part of Joynture, any of the said Manors, Lands, Tenements, Hereditaments and Premises, not exceeding in the whole, in the clear yearly value thereof,

Proviso, power to make a Joynture to any other Wife of 200 *l.* per annum and no more.

above 200 *l. per annum*, to commence and take effect as in such Deed or Deeds, Writing or Writings, shall be assigned, limited or appointed.

Proviso to let
Leases for
their lives to
younger Sons
of 50 *l. per an-
num* and no
more.

Provided also, and it is hereby declared, meant and agreed by and between all and every the said parties to these Presents, and the intent and meaning of them, and every of them, and of these Presents is, That the said Sir *W. V.* shall have full power, liberty and authority, and that it shall and may be lawful to and for the said Sir *W. V.* from time to time, and at all times during his life, by any Deed or Deeds, Writing or Writings, under his own proper hand and seal, to be subscribed and sealed in the presence of two or more credible Witnesses, to grant, lease, limit or appoint any part of the said Manors, Lands and Premises, not exceeding the yearly value of 50 *l.* to any younger Son or Sons of him the said Sir *W. V.* for and during the term of the natural life or lives of such younger Son or Sons, or for any term of years determinable by the Death of such younger Son or Sons.

Proviso that
the Cognizor
shall have
power to limit
a term for
raising Daugh-
ters Portions.

Provided also, and it is farther hereby declared, meant and agreed, by and between the said parties to these Presents, and the farther intent and true meaning of them, and every of them, and of these presents, is, That the said Sir *W. V.* shall have power, and that it shall and may be lawful to and for the said Sir *W. V.* at any time or times during his life, by any Deed or Deeds, Writing or Writings, to be subscribed and sealed by him, in the presence of two or more credible Witnesses, to grant, lease, limit or appoint any of the said Manors, Lands, Tenements or Hereditaments herein before mentioned, unto any person or persons, for any term or number of years, upon Trust for the levying or raising out of the Issues or Profits thereof, such Sum or Sums of Mony, for or towards the Portion or Portions of any Daughter or Daughters of the said Sir *W. V.* to be paid unto her or them, at the day or days of his or their respective Marriage or Marriages, as to him the said Sir *W. V.* shall seem meet, so as such Portion or Portions so to be raised thereby, do not exceed the Sum of 1000 *l.* a piece for each Daughter; and so as such grant, lease, limitation or estate, be made with a Condition to cease and be void, or else upon express Trust to be surrendered, when all such Portion or Portions, thereby to be appointed to be levied and raised, shall be levied and raised, or whensoever all such Daughter or Daughters, for whom the same are to be raised, shall happen to die before Marriage.

Proviso to let
Leases for 21
years or 3 lives
with consent
of Trustees or
his Son.

Provided always, and it is hereby declared, meant and agreed by and between all the said parties to these Presents, and the farther intent and meaning of them, and every of them, and of these Presents is, That the said Sir *W. V.* by and with the consent of the said *J. B. T. B. Sir T. J.* and of the said *W. V.* the Son, or of any one or more of them in writing, under his or their hands, and not otherwise, shall have full power, liberty and authority; and that it shall and may be lawful to and for him, the said Sir *W. V.* by and with such consent as aforesaid, from time to time, during his life, by any Deed or Deeds, Writing or Writings under his hand and seal, to be subscribed and sealed in the presence of two or more credible Witnesses; to demise, lease or grant, any of the said Messuages, Lands, Tenements, Hereditaments and Premises heretofore usually letten to Farm, and not occupied in Demesne, unto any person or persons, for the term of 21 years or under, or for the life or lives of one, two or three persons therein to be named, or for any term or number of years, determinable by the Death of one, two or three person or persons therein

therein to be named, at and under the usual and accustomed Rent, formerly paid for the same, or with Reservation of so much Rent or more, as hath been paid for the same Premises, at any time within 20 years now last past: So always that such Lease be not made dishonourable for Waste, and be made to take effect in Possession, and not in Reversion.

And it is hereby also declared, meant and agreed by and between all the said parties to these Presents: And the full intent and meaning of them, and every of them, and of these Presents is, That immediately from and after such Joyntures, Leases, Grants, Limitations and Estates, so made, assigned, limited or appointed by the said Sir W. V. according to any the powers hereby given or limited unto him, the said Fine so covenanted to be levied as aforesaid, and all and every Fine and Fines, Assurance and Assurances, whatsoever had, levied, or acknowledged, or to be had, levied or acknowledged of the Premises between the said parties to these Presents, or any of them, shall be and enure, and shall be adjudged, deemed and taken to be and enure, of, for and concerning the Premises so to be letten, estated, assigned, limited or appointed; And the said Conusees, in the said Fine or Fines, and their Heirs, shall stand and be seised thereof, to the several and respective uses of the several and respective persons, their Executors, Administrators and Assigns, to whom such Joyntures, Grants, Leases and Estates, shall be so limited or appointed as aforesaid, for such Terms and Estates as shall be so granted, leased or appointed to them, according to the intent and true meaning of the said several and respective Deeds or Writings, so leasing, limiting or appointing the same; And of the Reversion and Reversions thereof, during the said Joyntures, Leases, Terms and Estates, and of the Premises themselves, after the said Joyntures, Leases, Terms and Estates shall be ended and determined; and as the same shall severally and respectively end and determine to the several uses of such person and persons, and for such Estate and Estates, and in such sort, manner and form, as the same are hereby declared, limited and appointed; and as the same should have been if such Joyntures, Leases, Estates or Terms so to be made, by virtue of these Presents had not at all been.

The Fine to enure accordingly.

And it is hereby farther provided, declared and agreed, and the intent of all the said parties to these Presents is, That none of the said Joyntures, Grants, Leases and Estates, so to be made by the said Sir W. V. by force or virtue of any of the Powers herein before to him given or limited (other than such Leases or Tenants, whereupon the ancient and accustomed Rent or more shall be reserved) shall in any sort extend to charge or impeach the said Estate and Term for 200 years herein before limited to the said J. B. Sir W. F. and Sir T. J. their Executors, Administrators and Assigns; And that otherwise, and in all other respects, every of the said Joyntures, Leases, Grants and Estates so to be made, granted, limited or appointed, by virtue of any of the Powers herein contained, shall take effect and stand good according as the said respective Grants, Leases and Estates shall in priority of time be made one before the other; the intent of all the said parties to these Presents being, that none of the subsequent Leases or Grants shall determine, change, charge or make void the former.

Such Leases not to extend to charge the Estate and Term for 200 years.

Provided always, and it is hereby farther declared, meant and agreed, by and between all the said parties to these Presents; And the farther intent and meaning of them, and every of them, and of these Presents is,

Provido the Cognizees have liberty to revoke the uses, &c. with the consent of one of the Cognizors.

That

Such power is given for the more speedy discharge of the Trust.

Not to extend to impeach any Estate shall be made before such Revocation.

That the Cognizor may charge Annuities on the Premises.

That the said *J.B. T.B.* and *Sir T. J.* or the Survivors or Survivor of them by and with the consent of the said *Sir W. V.* in writing under his hand and not otherwise shall have full power, liberty and authority, And that it shall and may be lawful to and for them the said *J.B. T.B.* and *Sir T. J.* or the Survivors or Survivor of them (by and with such consent as aforesaid and not otherwise) from time to time and at all times hereafter by any Deed or Deeds, Writing or Writings under their Hands and Seals to be subscribed and sealed in the presence of two or more credible Witnesses to revoke, alter, change or make void all or any of the uses herein before limited or declared of and concerning all or any part of the said Manor, Park, Lands, Tenements, Hereditaments and Premises of or in *W. S. R. O. F.* and *H.* aforesaid, and by the same Deed or Deeds, Writing or Writings to declare, limit or appoint the use thereof unto such person or persons, and his or their Heirs, as they the said *J.B. T.B.* and *Sir T. J.* or the Survivors or Survivor of them shall think meet, and shall by such Deed or Writing appoint; Nevertheless it is hereby declared and agreed by and between the said parties to these Presents, That such power is given to them the said *J.B. T.B.* and *Sir T. J.* and the Survivors and Survivor of them, to the intent that thereby they may the more speedily discharge and perform the Trust, and raise the Monies herein before expressed and appointed to be raised by or upon the said Lease or Estate for 200 years, And that this power of Revocation shall not in any sort extend to make void or impeach any Estate which before such Revocation or Alteration made shall be made or appointed by virtue of any power or according to any Trust herein before contained or expressed.

And it is hereby farther declared and fully agreed by and between the said parties to these Presents, That from and after such revocation or alteration of the said use or uses and declaration of such new use or uses as aforesaid, the said Fine and all other Fine or Fines had or to be had or levied of the Premises, shall enure and be, and be taken to enure, and be as for and concerning such part and so much of the Premises whereof or concerning which the said new use or uses shall be so appointed to the use and behoof of such person and persons and their Heirs to whose use the same shall be by such Deeds or Writing appointed or limited or intended to be limited, Any thing herein before contained to the contrary notwithstanding.

And whereas all the said Lands, Tenements, Hereditaments and Premises in *F.* and *F.* aforesaid, do now stand charged with three several Rents-charges of 40 *l.* per annum apiece (that is to say) One to the said *W. V.* for his life, one other to the said *J. V.* for his life, and one other to the said *P. V.* for his life.

It is now farther provided always and covenanted, granted, declared and agreed by and between all the said parties to these Presents, And the farther intent and meaning of them, and of every of them and of these Presents is, That if the said *W. V.* *J. V.* and *P. V.* or any of them shall at any time hereafter lawfully surrender and give up their said Annuities or any of them unto such person or persons as for the time being shall have the immediate Estate of Inheritance or Freehold in possession of, and in the Lands and Tenements out of which the said Annuities or Rents-charges respectively are issuing as aforesaid, That then and in such Case it shall and may be lawful to and for the said *Sir W. V.* by any Deed or Writing under his proper Hand and Seal to be subscribed and sealed in the presence of two or more credible Witnesses to grant, assign, limit or appoint

appoint to every such one of them the said *W. J.* and *P.* as shall so surrender their said Annuity one other Annuity or yearly Rent-charge of 40 *l. per Annum* to be yearly issuing and going out of any of the Manors, Lands, Tenements or Hereditaments herein before mentioned, which the said Sir *W. V.* shall think fit to charge therewith, and to be payable during the life only of such of them to whom it shall be so granted, assigned, limited or appointed at such times and place as by such Deed or Writing, Deeds or Writings shall be appointed respectively.

And it is farther hereby declared and agreed by and between the said parties to these Presents, That after such Rent or Rents the said Fine shall enure and be, The said Conusees in the said Fine shall stand and be seised of and concerning such of the said Lands and Hereditaments out of which the said Rents shall be so appointed to be issuing, To the intent that such of them the said *W. V. J. V.* and *P. V.* and their Assigns to whom such yearly Rent or Rents shall be limited, may have and receive the said Rent or Rents accordingly: And that he or they may distrain as often as the said Rent or Rents, or any part thereof shall be behind and unpaid at the times wherein the same shall be limited to be paid upon such of the said Lands and Premises as shall be by such Grant or Limitation therewith charged or mentioned to be charged, And the distresses and distresses to detain and keep until he or they respectively be of the said Rent or Rents fully satisfied or paid.

And the said Sir *W. V.* for himself, his Heirs, Executors and Administrators, and for every of them doth covenant, promise and grant to and with the said *J. B. T. B.* and Sir *T. J.* their Heirs, Executors and Administrators by these Presents, That he the said Sir *W. V.* hath not done or willingly and wittingly suffered to be done any Act or Thing whereby the said Manors, Lands, Tenements, Hereditaments and Premises, or any of them are or may be any way impeached, charged or incumbered, Or whereby the uses herein before limited and declared may not arise according to the true intent and meaning of these Presents; (One Lease heretofore made, &c. by the said Sir *W. V.* unto Sir *P. M.* Knight, G.G. the Lady *Ur. V.* &c. and *J. P.* Esq; by Ind. dated, &c. of the Premises in *F.* and *F.* for the Term of 99 years if the said *W. V. J. V.* and *P. V.* or any of them so long shall live for the better assuring and making good to each of them the said *W. J.* and *P. V.* 40 *l. per Annum* during their lives; And one Lease by Indenture bearing date, &c. made by the said Sir *W. V.* unto *T. Lord. F. H. B.* Esq; the said *J. B.* and Sir *P. M.* Knight of the said Manor or Lordship of *H.* &c. to commence and take effect from the death of the said Sir *W. V.* for the Term of 99 years, if the said Dame *Ur. V.* Wife of the said Sir *W. V.* shall so long live, upon such Trusts as on the behalf of the said Dame *Ur.* are therein expressed, only excepted and foreprised.)

Covenant that there is no Infrances.

Exception of two Leases.

And it is hereby also declared and agreed by and between all the said parties to these Presents, That the said Fine so covenanted to be levied as aforesaid shall enure and be, And shall be construed and taken to enure and be for the farther and better confirmation of the said two last mentioned Leases by the said several Indentures of, &c. and of the said, &c. according to the purport, true intent and meaning of the said several Indentures of Leases so excepted. In witness, &c.

Fine shall enure for confirmation of those two Leases so excepted.

Provided always and upon this farther Trust and to the intent, That it shall and way be lawful to and for the said *A.* and *B.* their Executors,

Proviso. Trustees to deduct their charges.

tors,

tors, Administrators and Assigns from time to time to defalk and take to themselves all their reasonable costs, charges and expences whatsoever which they or any of them shall expend or be put unto in or about the management of the Premises or th' execution or defence of any the Trusts aforesaid, And that none of them shall be accomptable for any more of the Profits of the said Manors, Lands and Premises than shall come to their hands severally and respectively: And that no one of them shall be chargeable or accomptable for the Receipts of the other of them, Any thing herein contained to the contrary notwithstanding.

In a Convey-
ance to Tru-
stees before
Marriage.

That the Tru-
stees shall ex-
ecute such E-
states as the
Woman as
well whilst co-
vert as sole
shall appoint.

And till such
appointment
shall permit
her to receive
the profits to
her separate
use excluding
her Husband.

After her de-
cease two
parts in three
to her Chil-
dren then li-
ving, and the
third part to
an other.

And it is hereby declared and fully agreed by and between all the every the said parties to these Presents, and the true intent and meaning of them and every of them and of these Presents is, That all and singular the several Grants and Estates and Premises herein before made and granted or mentioned to be made or granted unto the said *A. and B.* and their Heirs, And all the said several Estates and Terms herein before granted and assigned or mentioned to be granted or assigned unto the said *A. and B.* their Executors and Administrators are upon this special Trust and Confidence and to the intent and purpose, That they the said *A. and B.* their Heirs, Executors and Administrators respectively shall and will from time to time make and execute such Conveyances, Grants and Assignments as well of the said Lands and Hereditaments conveyed to them in fee as aforesaid, as also of the said Leases and Terms of years, and all and singular other the Premises, with their and every of their Appurtenances to such person and persons, and for such Estate and Estates, and in such sort, manner and form and subject to such Conditions and Powers of Revocation, or without as she the said *A.M.* from time to time, whether she shall be Covert or Sole, and notwithstanding her Coverture by any Deed or Deeds, Writing or Writings by her signed and sealed in the presence of two or more credible Witnesses, or by her last Will and Testament in writing, or any other Writing, Purporting to be her last Will and Testament by her signed and sealed in the presence of two or more credible Witnesses shall direct and appoint, And until such direction and appointment shall permit and suffer her the said *A.M.* notwithstanding her said intended Coverture, and whether she shall be covert or sole, to receive and take all the Rents, Issues and Profits of all and singular the Premises to her own proper, peculiar and separate use and benefit, excluding the said *A. de C.M. of M.* or other her Husband, And shall from time to time pay over or permit her the said *A. de M.* to receive all Interest-monies and other the Monies and proceed and profit arising by and out of all and singular the Premises and every or any part thereof to her own proper, peculiar and separate benefit, excluding the said *M. of M.* or such other person who shall be her Husband, And shall not permit the said *M.* or any other Husband of the said *A. de M.* to intermeddle therewith or with any part or parcel thereof, And upon this farther trust and confidence, and to this farther intent and purpose, That in default of any such direction or appointment by the said *A. de M.* concerning the Premises as aforesaid, That then from and after the death of the said *A. de M.* they the said *A. and B.* shall dispose of two parts thereof (the whole in three parts to be divided) amongst all the Children of the said *A. de M.* which shall be living at the time of her decease, And the other third part thereof unto the said *M. of M.*

And

And it is farther declared and fully agreed by and between all and every the said parties to these presents, That the Notes or Acquittances of the said *A. de M.* for any Monies to be paid or received shall notwithstanding her Coverture from time to time be and be taken to be as good, effectual and binding to all intents and purposes as if the said *A. de M.* were sole and unmarried at the time of signing the same.

The Wives acquittances shall be good in Law without her Husband.

And it is farther declared and fully agreed by and between all and every the said parties to these presents, That it shall and may be lawful to and for the said *A.* and *B.* their Heirs, Executors and Administrators respectively from time to time to deduct and defalk unto themselves out of the Premises all such costs, charges and expences as they or any of them sustain in or about the managing or performing of the Trusts herein contained or otherwise by reason thereof. In witness, &c.

Trustees may deduct their charges.

Assignment of a Lease by the Husband in Trust for his Wife, if she survives him, with a grant of Goods in the same Deed.

This Indenture made the, &c. Between *T. C.* of *C.* in Com. *M.* of the one part, and *J. N.* of *T.* in Com. *S.* Gent. and *W. O.* of *T.* afore said Gent. of the other part. Whereas *W. St. J.* and *H. St. J.* of *B.* in Com. *S.* Executors of the last Will and Testament of Sir *J. St. J.* deceased, and Trustees (amongst others) appointed for the disposing of the Rents, Issues and Profits of the Manors of *B.* and *W.* and other things in the Counties of *M.* and *S.* Did by their Indenture, bearing Date the, &c. now last past, Demise, Grant and to Farm-let unto the said *T. C.* All that the free Passage or Ferry over the River of *Th.* commonly called *C. Ferry*, otherwise called the Passage or Ferry of *C.* afore said, within the said County of *M.* with all the Grounds, Landing-Places, Rights, Commodities, Profits and Easements to the same Passage or Ferry, with the Appurtenances belonging, and therewith heretofore letten, used, occupied and enjoyed; Together also with one great new Horse-boat, with a new pair of Horse-boat Oars, and a Shoving-Pole shod with Iron, being altogether of the price of 25 *l.* Sterling: And also one other great Horse-boat, fully furnished with Horse-boat Oars, and Shoving-Pole shod with Iron, to them belonging; One Foot-boat, one pair of Skulls thereunto belonging, and an Iron-Rod. All which said granted and demised Premises were then, and yet are in the tenure, use and occupation of the said *T. C.* his Assignee or Assignees; To have and to hold, exercise, occupy, possess, and enjoy the said Passage or Ferry, otherwise called the Passage or Ferry of *C.* afore said, with the said Ground or Landing-places, Rights, Profits, Commodities and Easements, Horse-boats, Foot-boat, Oars, Skulls, Poles and other Furniture to the said several Boats belonging with the Appurtenances, and every part and parcel thereof, unto the said *T. C.* his Executors, Administrators and Assigns; from the Feast-day of, &c. last past, before the Date of the said Indenture, unto the End and Term of ---- years from thence next ensuing, fully to be compleat and ended; At and under the yearly Rent of — of lawful Mony of *England*, payable as is therein mentioned, as in and by the said Indenture (relation being thereunto had) amongst several Cove-

Recital of the Lease.

Of a Ferry and Ferry-Boat.

Habund.

T

nants

nants, and other things therein contained, more plainly it doth and may appear.

Assignment in consideration of Marriage already had.

Now this Indenture witnesseth, That the said T. C. for and in consideration of the Marriage already had between him and T. his now Wife, and for divers other good Causes and Considerations him moving, Hath granted, assigned and set over, and by these Presents doth grant, assign, and set over unto the said J. N. and W. O. All that and those the said Pass and Ferry over the River of T. Ground or Landing-Places, Horse-Boats, Foot-Boat, Oars, Skulls and Furniture to the said several Boats belonging: And all and singular other the Premises whatsoever, in and by the said recited Indenture to him the said T. C. demised and granted, or mentioned to be demised and granted, with their and every of their Appurtenances, together also with the said recited Indenture: And all the Estate, Term, Interest, Claim and Demand whatsoever of him the said T. C. of, in, and to the said Passage or Ferry-boats, Ground, Landing-places and Premises, or any of them; **To have and to hold** the said Passage or Ferry-boats and Furniture, Ground or Landing-places, and all and singular other the Premises whatsoever, with the Appurtenances, unto the said J. N. and W. O. their Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of — years, yet to come and unexpired: *Upon special Trust* and Confidence nevertheless, and to the intent and purpose, That they the said J. N. and W. O. their Executors, Administrators and Assigns, shall suffer the said T. C. to use and enjoy the said Ferry, or Passage-boats and Furniture, Ground or Landing-places and Premises: And to receive and take all the benefit and profit thereof to his own use, so long as they the said T. C. and the said T. his Wife shall both of them live; and that after the decease of either one of them, the said T. C. or T. his Wife, whichsoever shall happen first to die, they the said J. N. and W. O. their Executors, Administrators and Assigns, shall dispose of all their Estate and Interest in the Premises, in such sort manner and form, as the Survivor of them the said T. C. and T. shall appoint. And in the mean time, and in Default of such Appointment, shall stand possessed of the Premises in Trust for the said Survivor of them the said T. C. and T. his or her Executors or Administrators.

Habund.

Trust to permit the Husband to enjoy so long as he and his Wife shall live. After the decease of either of them shall dispose of the Estate as the Survivor shall appoint.

Mean time stand possessed in trust for the Survivor his or her Executors or Administrators.

A Grant of Household-stuff and Goods in Trust.

And this Indenture also farther witnesseth, That the said T. C. (for the Consideration aforesaid) hath given and granted, and by these Presents doth give and grant unto the said J. N. and W. O. their Executors and Administrators, All and singular his Household-stuff, and Implements of Household Linnen, Bedding, Brass, Pewter, and all other his Goods and Chattels whatsoever; **To have and to hold** the same unto the said J. N. and W. O. their Executors and Administrators *upon Trust*; That they shall permit him the said T. C. to use and enjoy the same so long as he the said T. C. and the said T. his Wife shall both live: And after the Decease of either of them, shall permit and suffer the Survivor of them the said T. C. or T. and the Executors and Administrators of such Survivor, to have and enjoy the same, and to dispose thereof, and convert the same to his or her own use. In witness whereof, &c.

A Covenant (in nature of a Mortgage) upon a Surrender of Copyhold Land, to pay Money at a certain time.

This Indenture, made, &c. Between Sir T. D. of P. in the County of S. Knight, of the one part, and J. H. of L. Esquire of the other part; *Witnesseth*, That whereas the said Sir T. D. hath now lately *Surrender'd* into the hands of the Lord or Lords of the Manor of W. in the said County of S. by the Rod, according to the Custom of the said Manor, by the hands and acceptance of R. C. and E. M. two of the customary Tenants of the said Manor; All that Messuage or Tenement, &c. All which Premises are situate in R. in the Parish of P. *To the use* of the said J. H. his Heirs and Assigns, to hold according to the Custom of the said Manor; with a Proviso and upon Condition, That if the said Sir T. D. his Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid unto the said J. H. his Executors or Administrators, the full sum of, &c. of, &c. in manner and form following (that is to say) — pounds, part thereof upon the — of — now next ensuing the date hereof, and — pounds, residue thereof upon the — day of — which shall happen and be in the year of, &c. at or in the, &c. Then the said Surrender to be void and of none effect, as by a Note or Memorandum of the said Surrender, taken out of the Court, the day of the date hereof (relation, &c.) more plainly appeareth.

Recital of the Surrender.

Proviso.

Now the said Sir T. D. doth for himself, his Heirs, Executors and Administrators covenant, promise and grant, to and with the said J. H. his Executors and Administrators by these Presents; That he the said Sir T. D. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said J. H. his Executors or Administrators, the said sum of, &c. of, &c. at the days and place, and in manner and form in the said Proviso or Condition of the said Surrender, before recited, limited and appointed for payment thereof.

Covenant to pay the money.

And farther also, the said Sir T. D. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said J. H. his Heirs and Assigns, in manner and form following; (that is to say) That he the said Sir T. D. at the time at the making of the said Surrender before recited, had a good Estate of Inheritance in Fee-simple, according to the Custom of the said Manor of W. of, and in all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises before mentioned to be *Surrender'd*; and had good Right, and lawful and absolute Power and Authority in himself to surrender the same and every part thereof; unto the said J. H. and his Heirs, in manner and form aforesaid: And that the same are free from all former Surrenders and Incumbrances whatsoever.

A Covenant free from Incumbrances.

Quiet enjoy
ment after for-
feiture.

And farther also, That in case he the said Sir T. D. his Heirs, Executors and Administrators shall make any default of or in payment of the said — Pounds in part or in all, at the days and place in the said Proviso or Condition, limited or appointed for payment thereof, That then and from thenceforth, he the said J. H. his Heirs and Assigns, shall or lawfully may from time to time, and at all times freely, quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said Messuages, Lands and Premises; and receive and take all the Rents, Issues and Profits thereof, to his and their own proper use without any manner of lett, trouble, hindrance, denial, interruption or disturbance of or by the said Sir T. D. his Heirs or Assigns, or any Person or Persons, claiming, or to claim, from, by, or under the said Sir T. D. And without any lawful let, trouble, hindrance, denial, interruption or disturbance, of or by any other person or persons whomsoever.

Further As-
surance.

And moreover also, That in Case of any such Default, in payment as aforesaid, he the said Sir T. D. his Heirs and Assigns, and all and every person and persons, having, or lawfully claiming any Estate, Right, Title or Interest, of, in, or to the said Messuages, Lands and Premises, or any part thereof, by, from or under the said Sir T. D. or by, from or under Sir A. D. deceased Father of the said Sir T. shall and will from time to time and all times after any such Default made in payment as aforesaid, At and upon the reasonable request and proper Costs and Charges in the Law of the said J. H. his Heirs and Assigns, do, make, levy, execute, acknowledge and suffer all and every such farther and other reasonable Act and Acts, thing and things, for the farther, better and more perfect assuring, settling and confirming of the said Messuages, Lands and Premises, and every part thereof, with the Appurtenances, unto the said J. H. his Heirs and Assigns: *Be it* by Fine or Common Recovery, according to the Custom of the said Manor, Surrender, Release or Confirmation, or all or any of the said ways or means, or by any other ways or means in the Law whatsoever, as by the said J. H. his Heirs or Assigns, or his or their Counsel Learned in the Law, shall be reasonably devised, advised or required.

Mortgagor
may enjoy till
forfeiture.

And lastly, It is hereby agreed by and between the said Parties to these presents, That until some Default shall be made of or in Payment of the said sum of----- Pounds, in part or in all, in manner and form aforesaid, he the said J. H. his Heirs and Assigns, shall and will permit and suffer the said Sir T. D. his Heirs and Assigns, to receive and take all the Rents and Profits of the said Messuages, Lands and Premises to his and their own proper use and behoof, without any Account thereof to be made unto the said J. H. his Heirs and Assigns. *In witness, &c.*

Bargain and Sale of Woods upon Trust that the Bargainees shall make Sale of the same for payment of the Bargainors Debts.

This Indenture made the, &c. Between R. B. of, &c. of the one part, and S. M. of, &c. and S. B. of, &c. of the other part, witnesseth, That the said R. B. for and in consideration of the sum of 5 s. of, &c. to him in hand paid by the said S. M. and S. B. at or before the sealing and delivery of this present Indenture, the Receipt whereof the said R. B. doth hereby acknowledge, and for divers other good Causes and Considerations him thereunto especially moving, hath bargained and sold, and by these Presents doth bargain and sell unto the said S. M. and S. B. All that the moiety, and part and parts, purparty and purparties whatsoever, of him the said R. B. of, in, and to all and singular the Timber-Trees and other Trees, Woods and Underwoods whatsoever, growing and being within the Manor of B. in the said County of D. and all his Estate and Interest in the said Timber-Trees, and other Trees, Woods and Underwoods, To have and to hold the said Moiety, part and parts, purpartie and purparties of the said Timber-Trees, and other Trees, Woods and Underwoods, and all and singular other the Premises whatsoever hereby bargained and sold, or mentioned to be bargained or sold, with their and every of their Appurtenances, unto the said S. M. and S. B. their Executors Administrators and Assigns for ever, as their own proper Goods and Chattels, upon special Trust and Confidence nevertheless, and to the intent and purpose, That the said S. M. and S. B. their Executors, Administrators and Assigns, or some of them, shall and will by sale of the said Woods and Underwoods, levy and raise Monies, and therewith pay and satisfy all and singular the Debts which the said R. B. doth now owe of his own proper Debt by specialty or otherwise. In witness, &c.

Upon trust to pay Debts.

Lease and Release of Lands in Fee, and Assignment of a Lease by the Husband for a Provision for his Wife, and Portions for Children.

By force and virtue of which said Indenture, and of the Bargain and Sale therein mentioned, and of the Statutes for transferring uses into possession, the said W. Lord M. and J. H. do now at the time of the sealing and delivery hereof stand lawfully possessed of, and in the said Capital Messuage, Tenement and Farm, Messuages, Lands, Tenements, part and parts, purparty and purparties, and other the Hereditaments and Premises by the said recited Indenture, bargained and sold as aforesaid, for and during all the residue of the said Term therein yet to come and unexpired.

After recital of the Lease for 17 years the Release goes on in this manner.

Now this Indenture witnesseth, That the said J. C. for and in consideration of the natural love and affection which he beareth unto T. his now Wife, and unto his Children by her, and for other good

Consideration.

Causes

Uses to the
Grantor for
life.

Then to the
Trustees for
200 years.
Then to the
Grantors Sons
by name, and
the Heirs
males of their
bodies, &c.

Other Sons.

The 200 years
upon trust to
raise 2000 l.
for the Wife
if she survives.

2000 l. for one
Daughter by
name.

1500 l. for a
nother.

1000 l. a piece
for every o-
ther Child.

Causés and Considerations him moving, Hath granted, remised, released, aliened, enfeoffed and confirmed, and by these Presents for him and his Heirs, doth grant, &c. unto the said *W. Lord M.* and *J. H.* their Heirs and Assigns, *All* and singular the said Capital Messuage, Tenement and Farm, Messuages, &c. herein before mentioned, and in and by the said recited Indenture, bargained and sold or mentioned, &c. *And also* the Reversion, &c. *And also* all and every the Estate and Estates, Right, &c. *To have and to hold* unto the said *W. Lord M.* and *J. H.* their, &c. for ever, To the several uses, behoofs, &c. And to and for none other use, &c. that is to say, *To the use* and behoof of the said *J. C.* for and during all the term of his natural life, without Impeachment of, &c. and with full power to do, &c. And with such farther Powers, &c. as are herein hereafter mentioned and expressed in that behalf. And from and after his decease, *To the use*, &c. of the said *W. Lord M.* and *J. H.* their Executors, Administrators and Assigns, for and during the full term of Two hundred years from thence, &c. without Impeachment, &c. upon such Trusts, and to and for such intents and purposes as are herein after expressed and declared; And from and after the determination of the said Estate for years, then *To the use*, &c. of *James C.* eldest Son of the said *J. C.* party to these Presents, and the Heirs males of the body of the said *J. C.* the Son lawfully to be begotten; And for default, &c. *To the use* and behoof of *John C.* second Son of the said *J. C.* party to these presents, and the Heirs males, &c. And for default, &c. *To the use*, &c. of the said *W. C.* third Son of the said *J. C.* party to these presents, and the Heirs males, &c. And for default, &c. *To the use*, &c. of the sixth, seventh, eighth, ninth, tenth and all other the Sons of the said *J. C.* successively, &c. And for default of such Issue, *To the use*, &c. of the right Heirs of the said *J. C.* for ever.

And it is hereby declared and agreed between the said parties, &c. That the said Term and Estate, so as aforesaid limited unto the said *W. Lord M.* and *J. H.* their Executors, &c. for the said Term of Two hundred years, is upon this special Trust and Confidence; And to the intent and purpose, that they the said *W. Lord M.* and *J. H.* their Executors, &c. shall by, with and out of the Rents, Issues and Profits of the said Messuages, Lands, Tenements, Hereditaments and Premises, or by sale or demise thereof, or of any part thereof, for all or any part of the said Term, or otherwise as to them shall seem meet, levy and raise the sum of Two thousand pounds of lawful, &c. for the said *T.* now the Wife of the said *J. C.* in case she shall survive her said Husband, to be paid unto her within, &c. after the Decease of the said *J. C.* if she shall be then living; And also levy and raise the sum of two thousand pounds, &c. of like Mony for *C.* eldest Daughter of the said *J. C.* for her Portion; And the sum of fifteen hundred pounds of, &c. for *T.* one other of the Daughters, &c. And the sum of one thousand pounds, &c. for *W. C.* one of the Sons of, &c. for his Portion; And the sum of One thousand pounds a piece of, &c. for every other of the Sons and Daughters of the said *J. C.* which he now hath, or hereafter shall have on the body of the said *T.* his Wife, begotten or to be begotten, for their several Portions; *All which* said several sums of Mony so to be raised for portions for all the said several Sons and Daughters of the said *J. C.* shall be paid unto them respectively in such
fort

fort; manner and form as is herein after mentioned; That is to say, *Such* of the said Sons and Daughters as shall be unmarried, or under the Age of One and twenty years at the time of the Decease of the said J. C. shall have his, her, or their respective Portion or Portions, paid unto him, her or them respectively, at the day or days of his, her or their respective Marriage or Marriages, or at his, her or their respective Age or Ages of One and twenty years, whichever of them shall first happen; And *such* of the said Sons and Daughters as shall be married, or shall have attained his, her or their Age or Ages of One and twenty years, in the life time of the said J. C. their Father, shall have his, her or their Portion or Portions paid unto him, her or them, within, &c. after the Decease of the said J. C.

When to be paid.

Provided always nevertheless, and it is hereby declared and agreed by and between &c. That in case any of the said Sons or Daughters to whom any such portion or portions are so appointed to be paid, shall be preferred in Marriage in the life time of the said J. C. their Father; And that he the said J. C. shall have bestowed or given any portion or portions with him, her or them, upon such his, her or their Marriage; Or in case any of the said Sons or Daughters shall happen to dye, either in the life time of their said Father, or after his Decease, in the life time of the said T. their Mother, and before their portions shall become due to be paid by the true meaning of these Presents, That then the portion or portions, of him, her or them so dying, or that shall have had a portion or portions bestowed upon him, her or them by the said J. C. in his life time, shall cease, and not be paid; Any thing, Trust, or other thing herein before expressed to the contrary notwithstanding.

No portion to such as shall be preferred in the Fathers life time.

And portions of such as shall die before payable shall cease.

And upon this further Trust and Confidence, and it is hereby further declared, That the said W. Lord M. their Executors &c. shall also out of the profits of the said Lands and Premises, or by such means as aforesaid, pay and allow unto the said T. Wife, of the said J. C. and unto every of the said Sons and Daughters respectively, Interest after the rate of 6 l. per Cent. yearly for the forbearance of the said several sums of Mony and portions respectively, from the time of the Decease of the said J. C. until such sums of Mony and portions shall be paid unto him, her or them respectively, which Interest Mony shall be paid them duly, by half-yearly payments, during the said time.

To pay Interest from the Decease of the Husband.

And it is hereby also declared and agreed, by and between all the said parties to these presents, That all the Surplus of the profits, or of any Monys any way to be raised by, with or out of the said Messuages, Lands, Tenements, Hereditaments and Premises, if any such Surplus shall be after all the said Portions and Sums of Mony paid or raised, shall go and be employed for the benefit of the Heirs of the said J. C.

The Surplus of the profits of the Premises to go to the Heir.

Provided

Proviso for liberty to let Leases.

Provided always, and it is hereby declared, meant and agreed by and between all and every, &c. and the farther intent and meaning of them, and every of them, and of these Presents is, That the said J. C. shall have full Power, Liberty and Authority, and that it shall and may be lawful to and for the said J. C. from time to time, during his natural life, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, to be subscribed and Sealed by him in the presence of two or more credible Witnesses, To demise, lease, limit, and appoint the said Messuages, &c. herein before-mentioned, or any of them, or any part or parcel thereof, or of any of them, to any person or persons, for any term or terms of years not exceeding one and thirty years, or for the life or lives of any one, two or three person or persons, or for any term or number of years determinable by the death of any one, two or three person or persons, therein to be named, to commence and take effect in Possession, and not in Reversion; And reserving thereupon the ancient yearly Rent or Rents, and Services which have been usually heretofore reserved for the same Premises or more.

And it is hereby declared and agreed by and between all and every, &c. That from and immediately after such Lease or Leases so made, these presents shall enure, and be as concerning the Premises so to be demised and letten; and the said W. Lord M. and J. H. and their Heirs, shall from henceforth stand and be seized thereof, to the several and respective uses of such Lessees, their Executors, Administrators or Assigns, according to the purport and true meaning of the said Deeds or Writings so leasing, limiting, or appointing the same, and of the Reversion or Reversions hereof, during the said Leases, Terms and Estates, and of the Premises themselves, after such Leases, Terms and Estates shall be ended and determined, and as the same respectively shall end and determine, *To the use* and behoof of such person and persons, and for such Estate and Estates, and upon such Trusts, and in such sort, manner and form as the same are hereby declared, and as the same should have been if such Leases, Terms and Estates so to be made by virtue of these Presents, had not at all been.

Recital of a Lease from the Company of Ironmongers.

And whereas the Master and Keepers, or Wardens and Commonalty of the Mystery or Art of Ironmongers of *London*, by their Indenture bearing date the, &c. Did demise unto T. C. Citizen and Ironmonger of *L.* one House, heretofore two Houses, in the Parish of &c. To have &c. from the Feast of, &c. for the Term of Sixty years from thenceforth, &c. The Interest of which said Lease, and the Estate and Term yet to come and unexpired, is since by good and lawful means come unto the said J. C. And whereas also a Lease was heretofore made by T. Earl of S. unto one W. G. Esq; of a parcel of Ground called, &c. by Indenture bearing date the, &c. To hold from M. then last past for the Term of One and thirty years, as, &c. Which said parcel of Ground, &c. the said W. G. did afterwards by his Indenture bearing date, &c. Grant and assign to the said J. C.

Assignment.

Now this Indenture further witnesseth, That the said J. C. for the Consideration aforesaid, hath granted, assigned, and set over, and by these Presents doth grant, assign, and set over unto the said W. Lord M. and J. H. their Executors, &c. *All* and singular the said Houses in the Parish of St. O. aforesaid, with their and every of their Appurtenances, and all the Estate, Term and Interest of him the said J. C. of, in, and

and to the same; And all and singular other the Messuages, Houses, Edifices, Buildings, Lands, Tenements and Hereditaments whatsoever of him the said J.C. or whereof or wherein he hath any Lease, Interest, or Term of years, situate and being in the said Parish of, &c. And also all and singular the said parcel of Ground called the, &c. and all the Houses, Edifices and Buildings thereupon built, situate, called and being in B. aforesaid. And all and singular other the Messuages, Houses, Edifices, Buildings, Lands, Tenements, Rents and Hereditaments whatsoever of him the said J.C. or whereof or wherein he the said J.C. hath any manner of Estate, Interest, Lease or Term of years, situate and being in B. aforesaid, in the said Parish of, &c. in the County of M. And all and every the Estate, Right, Title, Interest, Trust, Term of years, Claim and Demand of him the said J.C. either in Law or Equity, of, in and to the said Messuages, Houses, Edifices, Buildings, Lands, Tenements, Rents and Hereditaments, or any of them, **To have**, &c. all and singular the said Messuages, &c. whatsoever, in the said Parish of St. O. London, and in B. aforesaid in the said Parish of St. G. in the said County of M. with their and every of their Appurtenances unto the said W. Lord M. and J. H. their Executors, Administrators and Assigns, for and during all such Term and Terms of years, as in the said respective Original Leases thereof are yet to come and unexpired, or for which the said J.C. his Executors, Administrators or Assigns, can or may hold the same, *Upon special Trust* and Confidence nevertheless, and to the intent and purpose, That they the said W. Lord M. and J. H. their Executors, Administrators and Assigns, shall permit and suffer the said J.C. during his natural life, to receive and take all the Rents, Issues and Profits thereof; And that after his decease they shall employ all the Rents, Issues and Profits thereof, or otherwise at their discretions sell or dispose of all, or any part of their Estate or Estates, Term and Terms in the Premises, or any part thereof, for the more speedy performance of the Trusts herein before declared concerning the said Term of two hundred years herein before mentioned, of other the Messuages, Lands and Premises herein before conveyed, (*viz.*) for the more speedy raising of the Portions and Sums of Money herein before appointed to be raised and paid; And upon further Trust, and to the intent that after all the said Portions and Sums of Money shall be levied and raised, They the said W. Lord M. and J. H. their Executors, Administrators and Assigns, shall out of the rest of the Profits of the Premises in St. O. and in B. aforesaid, or by Sale of their Estate therein, or otherwise levy and raise, &c. pounds for the said J. C. the Son, if he shall be living, Or else for such other person as shall be their right Heir at Common Law unto the said J. C. party to these Presents, to be paid unto the said J. C. the Son, or such other person, when he or they shall have attained their Age of one and twenty years.

Habend.

Trust to permit the Assignor to enjoy for his life.

Then to employ the profits or sell for speedy performance of the Trusts before declared concerning the 200 years of the other Premises.

And further to raise a Sum for the Heir at Law.

Provided nevertheless, That if the said next Heir, for whom the said last mentioned Sum of, &c. is hereby intended, shall be any of the other Sons of the said J. C. for whom any other Portion is herein before appointed, that then such other Portion so for him herein before appointed to be raised, shall be reckoned and accounted as part of the said Sum herein appointed to be paid him, as the Heir at Common Law as aforesaid.

Proviso, if such Heir shall be one of those Sons to whom a Portion is herein before given, such Portion shall be reckoned paid.

U

And

Covenant to
settle Lands to
be hereafter
purchased in
the same name

And the said J. C. doth hereby farther for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and grant to and with said W. Lord M. and Jo. H. their Heirs, Executors and Administrators by these Presents, That in Case he the said J. C. shall at any time hereafter, during his life, purchase any Manors, Lands, Tenements or Hereditaments, either in his own Name, or in the Name of any other Person or Persons in Trust for him, That then he shall settle the same, or cause the same to be settled in such sort, as that the profits thereof, after his decease, shall go and be employed for the more speedy raising of the said Portions and Sums of Money herein before mentioned.

And his personal
Estate likewise which
he shall leave
when he dies.

And also that he the said J. C. shall and will dispose of all his personal Estate, whereof he, or any other person or persons in trust for him, shall be possessed at the time of his decease, for and towards the better and sooner raising of the Portions and Sums of Money herein before mentioned, according to the true intent and meaning of these Presents; But that the same being raised, the Residue and Surplus of the said personal Estate and Lands so purchased, shall be and remain to and for such other purposes and intents, as he shall appoint concerning the same.

If the personal
Estate will discharge all.
Then the term
of 200 years
shall be surrendered to the
Heir.

And it is hereby declared and agreed by and between the said parties to these Presents, That in Case the said J. C. shall at the time of his Decease leave a personal Estate, sufficient for payment of all the said Portions and Sums of Money herein before mentioned, and shall accordingly dispose thereof, or such part thereof as shall be sufficient for that purpose, so as all the said Portions and Sums of Money shall be satisfied; As also in case that by and with the said personal Estate, or any part thereof, or the Rents and Profits of the Premises, or by Sale or Demise thereof or any part thereof, or otherwise the said Portions and Sums of Money shall be satisfied and paid, according to the true intent and meaning of these Presents; And that the said Premises, or any part thereof shall remain unfold, and not disposed of for the purposes aforesaid, That then the said Term and Estate for two hundred years herein before mentioned, of the Premises so limited for the said two hundred years, or such part thereof as shall so remain unfold and not disposed of, shall be surrender'd unto the said J. C. the Son, or to such other person to whom the next and immediate Estate of Inheritance of the Premises shall, for the time being, belong or appertain by the true meaning of these Presents; And that then also the said W. Lord M. and J. H. their Executors, Administrators and Assigns, shall dispose of the said Houses and Premises in O. and in B. aforesaid, such part thereof as shall so remain unfold, and not disposed in such sort as the Executors or Administrators of the said J. C. shall appoint.

And the Leasehold shall be disposed as the Executors of the Assignor shall appoint.

Proviso to revoke the Trusts with Consent of the Wife.

This is to determine upon tender of . . . to the Wife.

Provided always, and it shall and may be lawful to and for the said J. C. from time to time; and at any time or times during his life, by his Writing or Writings by him signed and sealed, to which the Name of the said T. his Wife shall be indorsed and written by her with her own Hand, as a Witness thereunto, to revoke or alter all or any of the Trusts herein before limited or appointed, or to limit any other, or new Trusts of or touching the Premises, or any part thereof

Provided also, And it is hereby conditioned, declared and agreed, by

by and between the said Parties to these Presents, and the true intent and meaning of them, and every of them, and of these Presents is, That if the said J. C. shall at any time hereafter during his life, pay or tender unto the said T. his Wife, the Sum of----- to the intent to make void this Indenture, and all the Estates, Uses, Grants and Assignments hereby made and granted; And shall declare such his Intention by Word or Writing, in the presence of three Credible Witnesses or more, That then and from thenceforth this present Indenture, and all the Estates, Uses, Grants and Assignments hereby made and granted; And all the Covenants and Agreements herein before expressed, shall cease and be void, Any thing herein contained to the contrary notwithstanding.

A Demise made for Security against Recognizances and Bonds certain.

This Indenture made the ---- day of, &c. between the Right Honourable F. Earl of S. the Right Honourable W. Earl of S. Sir G. B. of B. in the County of D. Baronet, &c. of the one part, And the Honourable G. T. Esq. Brother of the said F. Earl of S. and Fr. A. of P. Castle in the County of H. Gent. of the other part. *Whereas* the said G. T. standeth bound with the said Fr. E. of S. and for the proper Debt of him the said F. Earl of S. unto C. W. second Son of Sir G. W. late of B. &c. aforesaid, now deceased, in one Recognizance Obligatory in the Nature of a *Statute Staple*, in the penal Sum of 3000 l. bearing date the — day of J. in the Year of our Lord, acknowledged before H. R. Lord Chief Justice of the Court of *Kings Bench* at W. defezanced for the payment of a certain Sum of Mony at certain days since past.

Note, Two other Persons joyn in this with the Person that's principal in the Securities. Recte the Recognizance; only one of the two Mortgagees joyn'd with the principal in this Recognizance.

And *whereas* the said G. T. and F. A. together with the said F. Earl of S. and for the proper Debt of him the said Earl, stand joyn'tly and severally bound in one Bond or Obligation, bearing date the ---- day of &c. in the said year, &c. unto W. F. of P. in the County of S. Esq; in the penal Sum of 2000 l. conditioned for the payment of 1000 l. or thereabouts, at a day also since past; And *whereas* a great part of the Debts for which the said Recognizance and Bond were severally entred into, are paid off and discharged; And *whereas* the said G. T. standeth bound with the said F. Earl of S. unto H. S. of L. Dr. in Physick, and A. T. of the Parish of, &c. in one Recognizance Obligatory in the nature of a *Statute Staple* in the penal Sum of 2000 l. bearing date, &c. acknowledged before O. St. J. Lord Chief Justice of the Court of *Common Bench* at W. which said Recognizance was entred into for performance of Covenants mentioned and expressed in one Indenture of Defezance bearing even date therewith.

A Bond. Both joyned in this Bond.

Another Recognizance, only one in this.

Now this Indenture witnesseth, That for the saving harmless, and indemnifying the said G. T. and F. A. and their respective Heirs, Executors and Administrators, of, from and against the said several Recognizances and Bond, and the payment of all such Monies as yet remain unpaid, for which the same were so respectively entred into as aforesaid, and of and from all manner of Sums of Mony, Debts, Penalties,

Considerations.

The principal
and the two
others

Demise.

Habend. for
500 years.

Provido if secu-
red against the
Recogn', &c.
this Lease to
be void.

Covenant se-
verally not
joynly by the
Mortgagees
that the Mort-
gagor shall en-
joy till they
be molested or
sued.

ties, Forfeiture, and other Pains contained in the same, or that may in any wise be or arise against them the said *G.T.* and *F.A.* their Heirs, Executors or Administrators, or against their Lands, Goods, or Chattels, by reason of the said several Securities so entred into as aforesaid. And for and in consideration of the Sum of 5 *s.* of lawful, &c. to the said *F. Earl of S.W.* *Earl of S.* *Sir G.B.* &c. in hand paid by the said *G.T.* and *F.A.* at or before the sealing and delivery of this present Indenture, the Receipt whereof they do hereby acknowledge, He the said *F. Earl of S.* and they the said *W. Earl of S.* *Sir G.B.* &c. (at the request, and by and with the consent of the said *F. Earl of S.*) Have demised, granted, bargained and sold, and by these Presents do demise, grant, bargain and sell unto the said *G.T.* and *F.A.* their Executors, Administrators and Assigns, All those the Moieties of the Manors of *H.* &c. with their and every of their Appurtenances in the County of *Y.* And the Reversion and Reversions, Remainder and Remainders thereof, and all Rents, Services and Profits thereunto incident and belonging, To have and to hold the said Moieties of the said Manors and Lands, and all and singular other the Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances, unto the said *G.T.* and *F.A.* their Executors, Administrators and Assigns, from the day next before the day of the date hereof, for and during the Term of 500 years from thence next ensuing, and fully to be compleat and ended without Impeachment of or for any manner of Waste.

Provided always, and these Presents are upon this Condition nevertheless, That if the said *Fr. Earl of S.* his Heirs, Executors, Administrators or Assigns, or any of them, shall well and truly acquit, discharge, save harmless and indemnifie the said *G.T.* and *F.A.* and either of them, their and either of their Executors and Administrators, and every of them, against the said *C.W.* *W.F.* *H.S.* and *A.T.* and every of them, their and every of their Executors, Administrators and Assigns, of, from and in respect of the said several Recognizances and Bonds, and every of them so entred into as aforesaid, and of and from all manner of Sums of Money, Debts, Penalties, Forfeitures, and other Pains contained in the same, or that may in any wise be or arise against them the said *G.T.* and *F.A.* or either of them, their, or either of their Heirs, Executors, Administrators or Assigns, or against their, or either of their Lands, Goods or Chattels, by reason of the said several Securities so entred into as aforesaid, That then and from thenceforth this present Indenture, and all and every the Term and Estate hereby made and granted, or mentioned to be made or granted, shall cease and be void, Any thing herein before contained to the contrary thereof notwithstanding.

And the said *G.T.* severally for himself, his Executors and Administrators, And the said *F.A.* severally for himself, his Executors and Administrators, and not joynly, nor one for the other, or for the Acts of the other, or of the Executors or Administrators of the other, but for their own Acts only, do covenant, promise and agree to and with the said *Fr. Earl of Sh. W.* *Earl of St.* *Sir G.B.* &c. their Executors, Administrators and Assigns, by these Presents, That until such time as the said *G.T.* and *F.A.* or one of them, their, or one of their Executors, Administrators or Assigns, shall be sued or molested upon or by reason of the several Securities aforesaid, or some, or one of them, they the said

saïd *F.* Earl of *S.W.* Earl of *St.* Sir *G.B.* &c. their Heirs, Executors and Assigns, respectively, according to their respective Interests in the Premises, and as they might have done if these Presents had been made, shall or lawfully may, quietly and peaceably have, hold and enjoy the saïd several Moieties and Premises hereby demised, or mentioned to be demised, without the let or interruption of them the saïd *G.T.* and *F.A.* or either of them, their or either of their Executors, Administrators or Assigns, and without any Account to be given unto them, or either or any of them, for or concerning the same.

And the saïd *F.* Earl of *Sh.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the saïd *G.T.* and *F.A.* their Executors, Administrators and Assigns by these Presents; That he the saïd *F.* Earl of *Sh.* his Heirs or Assigns, shall and will acquit, save harmless and indemnifie the saïd *G.T.* and *F.A.* their Executors, Administrators and Assigns, and every of them against the saïd *C.W.* *W.F.* *H.S.* and *A.T.* and every of them, their and every of their Heirs, Executors and Administrators, of and from the saïd several Recognizances and Bonds, and every of them so entred into, as aforesaid, and of and from all and all manner of Sums of Mony, Debts, Penalties, Forfeitures, and other Pains contained in the same, or that may in any wise be or arise against them the saïd *G.T.* and *F.A.* or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or against their Lands, Goods or Chattels, by reason of the saïd several Securities so entred into, as aforesaid. In witness, &c.

Covenant to
save harmless
from the saïd
Securities.

A Revocation according to a Power.

To all People to whom, &c. Sir *R.C.* of, &c. sendeth, &c. *Know ye,*
That the saïd Sir *R.C.* for divers weighty Causes and reasonable Considerations him moving, according to the Power to him given and reserved, in and by one Indenture bearing date the, &c. made or mentioned to be made between him the saïd Sir *R.C.* of the one part, and *J.D.* of, &c. Knight, and Sir *H.W.* of, &c. Knight, of the other part, and by virtue thereof, and of all and every other Power and Powers, and Authorities, which to him the saïd Sir *R.C.* doth or may in any wise belong or appertain in this behalf, Doth by this present Deed, signed with his own Hand, and sealed with his Seal, and testified by all the Witnesses whose Names are hereupon indorsed, *Revoke* and make void all the Estate or Estates, in or by the saïd Indenture, made or mentioned to be made; of or in all and every the Castle, Manor, Lands, Tenements, Hereditaments and Premises in the saïd Indenture mentioned; And the saïd Sir *R.C.* doth also hereby *Declare*, that the saïd Estate or Estates, are and shall be hereby revoked and made void. In witness, &c.

This

This Indorsement on the Deed above, (viz.)

Trustees.

Memorandum, That the within named Sir R. C. did sign with his own Hand, and seal with his Seal, and deliver as his Deed this present Writing: And did at the time of his Declaration therein and Sealing thereof, pay unto A. B. to the use of C. D. and T. G. within named, one Shilling of lawful *English* Mony.

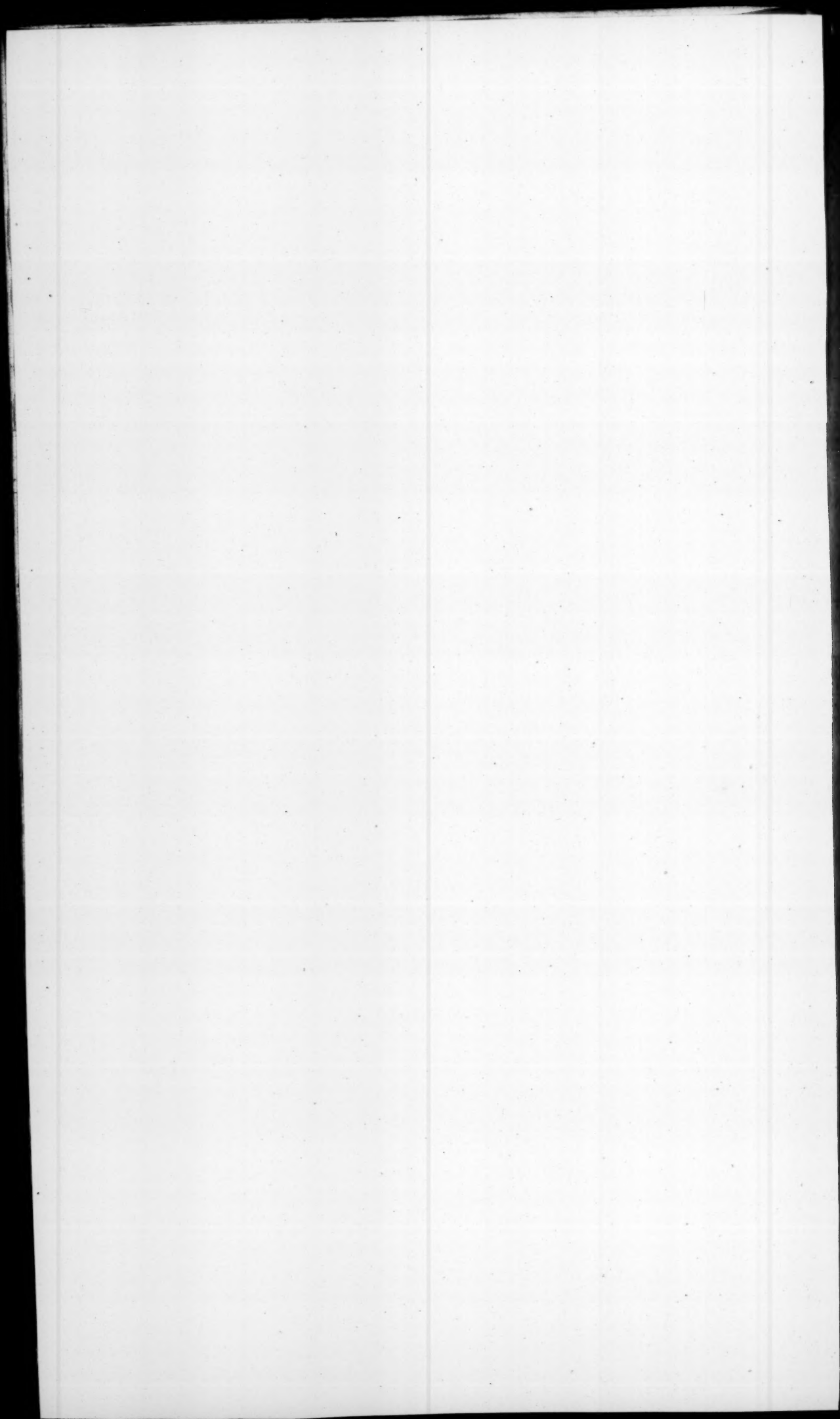
Revocation of the Husband with the Consent of the Wife, according to a Power.

This is to be dated the Day before the new Indenture of Settlement, and to be executed immediately before the Sealing of the Indenture.

Revocation.

TO all People, &c. Sir R. C. of, &c. sendeth, &c. *Know ye*, That the said Sir R. C. for divers weighty Causes and Considerations him moving, according to the Power to him given, and reserved in and by one Indenture bearing Date the — of — in the Year, &c. made or mentioned to be made between him the said Sir R. C. of the one part, and T. D. of, &c. Esquire, and R. G. of, &c. Clerk; and by virtue thereof, and of all and every other Power and Powers, and Authorities, which to him the said R. C. doth or may in any wise belong or appertain in this behalf; *Doth* by this present Deed or Writing, sealed and delivered in the presence of all the Witnesses whose Names are indorsed, and by and with the Consent and Approbation of Dame M. C. his Wife, testified by her Signing and Sealing of these Presents, in the presence of all the Witnesses whose Names are indorsed hereupon, and also testified by another Writing under her Hand and Seal, bearing even Date with this present Writing in the presence of all the Witnesses whose Names are indorsed upon the said other Writing, *Revoke* all the Uses and Estates by the said Indenture limited, declared or appointed to any Person or Persons; And doth hereby limit all and singular the Castles, Manors, &c. in the said Indenture mentioned; To the use and behoof of him the said Sir R. C. his Heirs and Assigns for ever. *In witness whereof*, &c.

Testimonial



Testimonial of the Wives Consent, relating to the foregoing Revocation.

This Writing under the Hand and Seal of Dame M. C. Wife of Sir R. C. of, &c. Baronet, in the presence of all the Witnesses Names are hereupon Indorsed *testifieth the Consent* and Approbation of the said Dame M. C. for the said Sir R. C. her Husband, *to revoke* all the Uses and Estates, limited, declared or appointed to any person or persons, by one Indenture bearing date, &c. made or mentioned to be made between the said Sir R. C. of the one part, and Th. D. of D. in, &c. Esquire, and R. G. of, &c. Clerk, of the other part: And to limit, declare or appoint the Castle, Manors, &c. in the said Indenture mentioned, or any part or parcel thereof; To the use of the said Sir R. C. his Heirs and Assigns, or to limit, declare or appoint any new or other Estate or Estates, Use or Uses of the said Castle, Manors, &c. or of any part or parcel thereof, to any person or persons whomsoever, at his will and pleasure. In witness, &c.

Another Revocation according to a Power and Declaration of a new Use.

To all People to whom, &c. *Know ye*, That the said A. B. according to the power to him given and reserved in and by one Indenture, bearing date, &c. made or mentioned to be made, between the said A. B. of the one part, and C. D. and E. F. of the other part; and by virtue thereof, and of all and every other power and powers, and authorities, which to him the said A. B. doth or may in any wise belong or appertain; *Doth* by this present Writing under his Hand and Seal, testified by those whose Names are hereupon Indorsed as Witnesses, *Revoke* and make void all and every the Use and Uses, Estate and Estates, in or by the said recited Indenture, or in or by any other Indenture, Deed or Deeds Indented or Poll, or in or by any other Writing or Writings, declared, limited or appointed, of or concerning all that, &c.

And the said A. B. doth hereby declare and appoint, That he the said A. B. and his Heirs, and all and every other person or persons, standing or being seised of and in the said several Closes and Premises, shall and will from henceforth stand and be seised thereof, and of every part and parcel thereof; To the use of him the said A. B. and of his Heirs and Assigns before named; and to none other use, intent or purpose whatsoever. In witness, &c.

To stand
seised to the
use of himself
and his Heirs.

Provided always, and it is hereby declared and fully agreed by and between all the said parties to these Presents, That it shall and may be lawful to and for the said Dame M. C. and the said Dame M. shall have full Power, Liberty and Authority, at any time or times hereafter, during her life, whether she shall be sole or married; and notwithstanding

Provido, The
Wife to have
liberty to de-
mise, &c. or
dispose by her
Will, notwith-
standing Co-
verture.

standing her Coverture, by any Deed or Writing, Deeds or Writings, by her signed and sealed in the presence of three or more credible Witnesses, or by her last Will in Writing, or any Writing purporting to be her last Will; To grant, lease, limit, demise, *prout* in the Schedule.

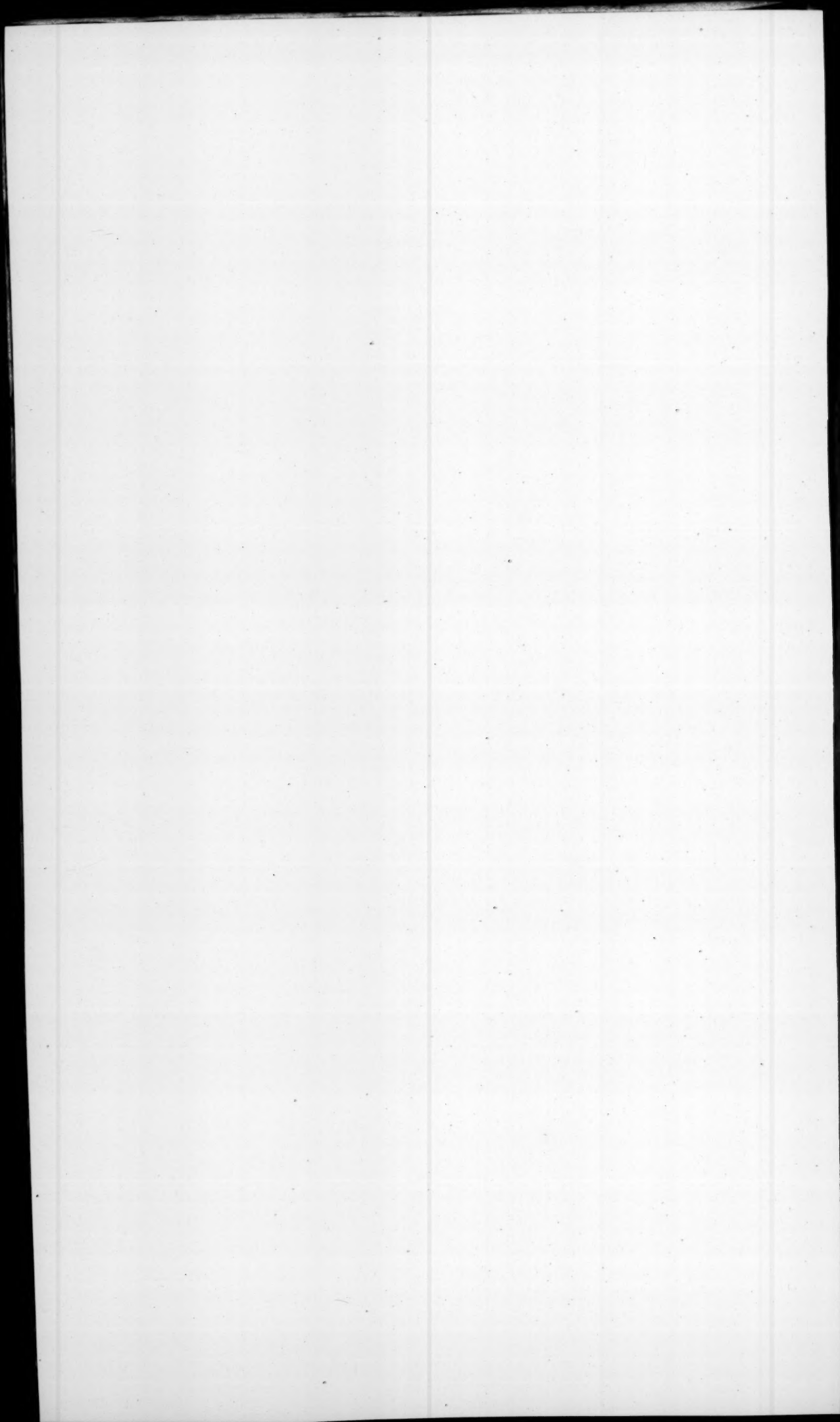
Covenant that
it shall be law-
ful for Trustees
to deduct for
Charges.

And lastly, It is hereby declared and agreed, by and between the said Parties to these Presents; That it shall and may be lawful to and for the said Sir T. H. J. N. &c. their Executors and Assigns, from time to time out of the Profits of the said Premises herein before to them limited in Trust to be by them received, as is before mentioned, or the Monies to be by them raised out of the same Premises; To deduct, defalk and detain All such Monies as shall be sufficient to make a full and liberal recompence and satisfaction for all such Costs, Charges and Expences, as they or any of them, or their, or any of their Agents or Servants, shall expend, sustain, or be put unto for or by reason, or in respect of the execution and performance of the said Trust or otherwise in any kind relating to the said Trust; Any thing herein before contained to the contrary notwithstanding.

A Settlement before Marriage by Lease and Release, limiting an Annuity to the Wife for Joynture, and the Inheritance to the first Son, &c.

Recital of the
Lease.

THIS Indenture made the, &c. Between W. P. of, &c. of the one part, and H. S. of, &c. and F. S. of, &c. Son and Heir apparent of the said H. S. of the other part: *Whereas* a Marriage is intended by the Grace of God to be shortly hereafter had and solemnized between the said W. P. and S. S. Daughter of the said H. S. *And whereas* also, the better to enable the said W. P. to grant, release and convey the Manors, Messuages, Lands, Tenements and Hereditaments, herein after mentioned, unto the said H. S. and F. S. and their Heirs, to such uses, intents and purposes, and in such sort manner and form, as the same are herein after mentioned, to be by these Presents granted, released and conveyed. *He* the said W. P. by his Indenture of Bargain and Sale, bearing date the day next before the day of the date hereof, in Consideration of the Sum of ----- therein mentioned, *Did* bargain and sell unto the said H. S. and F. S. *All* those the Manors, Lordships and Farms of P. S. B. B. and A. in the said County of B. with their and every of their Rights, Members and Appurtenances: And all and singular the Capital Messuages, commonly called or known by the Name of P. Place and B. with their and either of their Appurtenances in the said County of B. And all Messuages, Houses, &c. whatsoever, to the said several Manors, Lordships, Farms and Capital Messuages, or any of them respectively belonging, or, &c. *And* also, all those the several Rectories or Parsonages of P. and Little M. with their and either of their Appurtenances; and all Glebe Lands, Tithes, Pensions, Portions, Oblations, Obventions, Profits, Fruits and Emoluments to the same belonging, or in any wise appertaining in the said



said County of B. Together also with the several Advowsons, Patronages, Rights of Patronage, Gifts, Presentations, and free Dispositions, of, in and unto the several Vicarages of the several Churches of P. and Little M. aforesaid. And also all and singular other the Manors, Lordships, Farms, Messuages, Rectories, Advowsons, Tithes, Lands, Tenements, Rents, Reversions and Hereditaments whatsoever, of him the said W. P. or whereof, or wherein he or any other Person or Persons whomsoever, in Trust for him or for his use, now hath, or ever had any manner of Estate of Inheritance in Possession, Reversion or Remainder, situate, lying, being, coming, growing, happening, arising or renewing within the Manors, Lordships, Towns, Parishes, Villages, Hamlets, Liberties, Precincts, Territories or Places of P. Little M. B. D. W. C. and A. and in every or any of them, or elsewhere in the said County of B. And also all and singular Houses, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Backsides, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Closes, Inclosures, Woods, Under-woods, Trees, Rents, Reversions, Ways, Paths, Waters, Streams, Fishings, Fishing-places, Water-courses, Parks, Chases, Warrens, Wastes, Commons, Furzes, Heaths, Moors, Common of Pasture and Turbary, Sheep-walks, Foldage, Suit-multure, Courts-Baron, Courts-Leet, View of Frank-pledge, Perquisites and Profits of Courts and Leets, Knights-Fees, Wards, Marriages, Homages, Fealties, Reliefs, Escheats, Heriots, Fines, Amerciaments, Goods and Chattels of Felons, and Fugitives, of Persons attainted, and of persons outlawed and put in Exigent, and of Felons *de se*, Deodands, Waifs, Estrays, Treasure-trove, Markets, Fairs, Profits and Tolls of Markets and Fairs, Fines, Forfeitures, Mines, Quarries, Delfs; And all other Royalties, Franchises, Liberties, Rights, Jurisdictions, Privileges, Immunities, Profits, Commodities, Emoluments, Advantages, Easements, Hereditaments and Appurtenances whatsoever, to the said several Manors, Lordships, Farms, Rectories, Lands, Tenements and Premises, or to any of them, or to any part or parcel of them, or any of them respectively, lying, being, belonging, or, &c. **To have and to hold** the said Manors, Lordships, Farms, Rectories, Messuages, Lands, Tenements, Tithes, Rents, Reversions, Services, Hereditaments, and all and singular other Premises whatsoever, thereby bargained and sold, with their and every of their Appurtenances unto the said H. S. and F. S. their Executors, Administrators and Assigns, from the first day of this instant—for and during the full Term of One whole year, from thenceforth next ensuing, and fully, &c. as in and by the said Indenture (relation, &c.) appear, *By force and virtue* of the said Indenture, and of the Bargain and Sale therein mentioned, the said H. S. and F. S. do now at the time of the Sealing and Delivery hereof, stand lawfully possessed of and in the said Manors, Lands, Tenements, Hereditaments and Premises whatsoever, thereby bargained and sold, for and during all the residue of the said Term therein yet to come and unexpired.

Habund.

Now this Indenture witnesseth, That in Consideration of the said Marriage, and of the Sum of 3000 l. of lawful, &c. to the said W. P. in hand paid by the said H. S. at and before the Sealing and Delivery of this present Indenture, for the Marriage-portion of the said S. S. his Daughter. The Receipt of which Sum the said W. P. doth hereby

Consideration.

X

acknow-

acknowledge; and thereof, and of every part thereof, doth clearly and absolutely acquit, exonerate and discharge the said *H. S.* his Executors and Administrators, for ever by these presents. *And* for the settling and assuring of a competent Joynture and Maintenance for the said *S. S.* during her life: *And also* for the settling, conveying, and assuring of all and singular the said Manors, Lordships, Farms, Messuages, Lands, Tenements, Rectories, Tithes, Hereditaments and Premises, in such sort, manner and form, and to and for such uses, intents and purposes, as the same respectively are herein after-mentioned, to be settled and coveyed, *And* for divers other good Causes and Considerations, him the said *W. P.* especially moving, *He* the said *W. P.* hath granted, remised, released, aliened, enfeoffed and confirmed, and by these Presents, for him and his Heirs, doth grant, remise, release, alien, enfeoff and confirm unto the said *H. S.* and *F. S.* their Heirs and Assigns: *And also, All and singular* the said Manors, Lordships, Farms, Messuages, Rectories, Advowsons, Lands, Tenements, Tithes, Rents, Reversions, Services, and all and singular other the Hereditaments and Premises whatsoever, with their and every of their Appurtenances in and by the said recited Indenture bargained and sold, or mentioned to be bargained and sold.

Habend.

Uses.

As to part of
the premises.To the Gran-
tor and his
Heirs.

And also the Reversion and Reversions, Remainder and Remainders thereof, and of every of them: *And* all Rents, Services and Profits, to them or any of them, incident, belonging or appertaining. *And also* all and every the Estate and Estates, Right, Title, Interest, Use, Possession, Property, Trust, Claim and Demand whatsoever, of the said *W. P.* of, in and to all and singular the said Manors, Lordships, Farms, Rectories, Advowsons, Messuages, Lands, Tenements, Tithes, Hereditaments and Premises whatsoever, hereby granted, or mentioned to be granted, and of, in, and to every part and parcel thereof; *To have and to hold* the said Manors, Lordships, Farms, Rectories, Advowsons, Messuages, Lands, Tenements, Tithes, and all and singular other the Hereditaments and Premises whatsoever, hereby granted, or mentioned to be granted, with their and every of their Appurtenances, unto the said *H. S.* and *F. S.* their Heirs and Assigns for ever; *To* the several uses, behoofs, intents and purposes, and with and under the several Limitations, Powers, Authorities, Liberties, Proviso's and Agreements hereafter, in and by these presents declared, mentioned, limited and expressed: *And* to and for none other use, intent or purpose whatsoever; that is to say, *As for and concerning* the said Manor of *B.* and the said Farm or Tenement called *B.* and all the Lands and Hereditaments thereunto belonging, with the Appurtenances: *And* the said Rectory or Parsonage of little *M.* aforesaid, with all the Glebe-lands, Tithes, Profits, Commodities, Hereditaments, and Appurtenances whatsoever, thereunto belonging; *Together also* with the said Advowson, Gift, Presentation and Right of Patronage, of, in and to the said Vicarage of the Church of Little *M.* aforesaid: *And* the Reversion and Reversions, Remainder and Remainders, of the said Manor, Farm or Tenement, Rectory, Advowson and Premises last mentioned: *To the only use* and behoof of the said *W. P.* his Heirs and Assigns for ever; and to none other use or uses, intent or purpose whatsoever.

And

And as for and concerning all and singular the said Manors, Lordships, Farms, Messuages, Rectories, Advowsons, Lands, Tenements, Tithes, Rents, Reversions, Services, Hereditaments and Premises whatsoever, hereby granted, released and conveyed, or mentioned to be granted, released or conveyed, with their and every of their Appurtenances: And the Reversion and Reversions, Remainder and Remainders thereof, and of every of them; other than the said Manor of *B.* and the said Farm or Tenement called *B.* and the said Rectory of Little *M.* and the Advowson or Vicarage of the Church of Little *M.* aforesaid, *To the use* and behoof of the said *W. P.* for and during the Term of his Natural Life, without impeachment of or for any manner of Waste, and with full power to do and commit Waste: And with such farther Powers, Liberties, Authorities and Proviso's, as is herein after mentioned and expressed. And from and after the determination of that Estate, *To the use* and behoof of *H. K.* of the *Inner-Temple L. Gent.* his Heirs and Assigns, for and during the natural life of the said *W. P.* upon Trust only, for preserving the contingent Uses and Estates herein after limited, and to make Entries for the same, if it shall be needful: But that the said *H. K.* his Heirs or Assigns shall not convert the Rents, Issues or Profits thereof, or any part thereof, to his or their own use.

The residue of the Premises.

To the Grantor for life.

Then to another person during the life of the Grantor in trust only to preserve contingent Remainders.

And from and immediately after the death of the said *W. P.* to the intent and purpose that the said *S. S.* shall and may have and yearly receive, take and enjoy from and immediately after the death of the said *W. P.* for and during all the Term of her natural life, for and in the Name of her Joynture, and in full recompence, lieu, and satisfaction of all the Dower which she may, or otherwise might claim, have or challenge, in all or any the Manors, Lands, Tenements or Hereditaments of the said *W. P.* her intended Husband, one Annuity or yearly Rent-charge of 400 *li.* of lawful, &c. to be yearly issuing and going out of all and singular the said Manors, Lordships, Farms, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby granted, or mentioned to be granted; other than the said Manor called *B.* and the said Farm or Tenement called *B.* and the said Rectory of Little *M.* and the Advowson of the Vicarage of Little *M.* aforesaid. And to be paid unto the said *S. S.* and her Assigns at four usual Feasts or Terms in the year (that is to say) the Feasts of *St. M.* the Archangel, &c. by even and equal Portions: *The first Payment* thereof to be made at such of the said Feasts as shall first happen after the decease of the said *W. P.*

Then that the Wife if she survives may receive an Annuity for her life in lieu of Joynture.

And also to the intent and purpose, That if it shall happen, the said yearly Rent of 400 *li.* or any part thereof to be behind or unpaid, in part or in all, by the space of 30 days next after any of the said Feasts or Times whereon the same ought to be paid, That then the said *S. S.* shall and may have and take the Sum of 5 *l.* for every Twenty days wherein the said yearly Rent shall be so behind and unpaid, afterwards in the Name of a Peyn to be forfeited and lost by such person or persons, as from time to time ought to pay the said yearly Rent.

A Nomine Pe-na for Non-payment.

Clause of Distress.

And also to the farther intent and purpose, That if it shall happen the said yearly Rent of Four hundred Pounds, or any part thereof, or any of the said Sums of Five pounds, so to be forfeited and lost in the Name of a Peyn, as aforesaid, or any of them to be behind or unpaid in part, or in all, at any of the said Feasts or Times whereon the same ought to be paid; That then and from thenceforth, and so often and from time to time, as the said Annual Rent, or any part thereof, or any sum or sums of Five pounds so to be lost in the Name of a Peyn, as aforesaid, or any part thereof shall be behind and unpaid, and whensoever any part of the said Rent or Sums so to be lost in the Name of a Peyn, shall be behind and unpaid, at, or after any of the said Feasts or Times whereat the same ought to be paid, as aforesaid. It shall and may be lawful to and for the said S. S. and her Assigns, into all and singular the said Manors, Lordships, Farms, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, out of which the said yearly Rent is appointed to be issuing, as aforesaid, and into every or any part or parcel thereof, to enter and distrain; and the Distress and Distresses, then and there found and taken, to lead, drive, chase, carry, impound, detain and keep untill the said yearly Rent, and all Arrerages thereof (if any shall be) and all Sum and Sums of Mony lost in the Name of a Peyn, as aforesaid, (if any shall be) shall be satisfied and paid.

Joyntress to pay Taxes out of her Annuity.

Yet nevertheless It is hereby declared, expressed, concluded, and fully agreed by and between all the said parties to these presents, and the true intent and meaning of them, and every of them, is, That the said S. S. and her Assigns, shall in respect of the said Rent, pay, bear and allow a proportionable part of all publick Taxes, Charges and Assessments, to be taxed, assessed, or imposed, upon or by reason of the Lands and Hereditaments out of which the said yearly Rent is to be issuing, as aforesaid, ratably and proportionably, according to the said Rent, and the true yearly value of the Lands out of which it is appointed to be issuing, as aforesaid, and during the continuance of the respective Rents or Annuities, payable unto S. P. Mother of the said W. P. and to A. D. Esquire, respectively shall bear and allow for their respective Rents or Annuities.

The Premises to two persons after the decease of the Husband for thirty years if the Wife so long live.

On Trust for better securing the Annuity by way of entry for non-payment in regard of some Leases in being, during which the Wife will not have sufficient remedy by distress.

And as for and concerning all and singular the said Manors, Lordships, Farms, Messuages, Rectories, Advowsons, Lands, Tenements, Tithes, Rents, Reversions, Services, Hereditaments and Premises, whereof the use is herein before limited to the said W. P. during his natural Life, charged or chargeable, as aforesaid, from and immediately after the decease of him the said W. P. if, and in case the said S. S. shall happen to survive him: To the use and behoof of F. N. of C. in the County of Y. Esquire, and S. N. Gent. Son and Heir apparent of the said F. N. their Executors and Administrators, for and during the space and Term of Thirty years, to be accounted from the— day of, &c. now last past, before the Date hereof, fully to be compleat and ended, if the said S. S. shall so long live, upon Trust, for the better securing of the true payment of the said yearly Rent of Four hundred pounds above limited; to and for the said S. S. in such sort, manner and form, as is herein after mentioned, expressed and declared, concerning the same Term and Estate of Thirty years;

In

In regard there are some Leases of several parts of the several Premises now in being, during which Leases the said S. will not have a full and sufficient remedy by way of Distress for the said Rent, in case the same should be Arrear, And from and after the end, or other Determination of the said Estate and Term of Thirty years, Or in case of the not being thereof, Then from and immediately after the Decease of the said W. P. of all and singular the said Premises, charged or chargeable nevertheless as aforesaid, To the use and behoof of the first Son of the said W. P. on the Body of the said S. to be begotten, and the Heirs males of the Body of such first Son lawfully to be begotten; And for default of such Issue, To the use and behoof of the second Son of the said W. P. on the Body of the said S. to be begotten, and the Heirs males of the Body of such second Son lawfully to be begotten; And for default of such Issue, To the use and behoof of the third Son of the said W. P. on the Body of the said S. to be begotten, and the Heirs males of the Body of such third Son lawfully to be begotten; And for default of such Issue, To the use and behoof of the fourth Son of the said W. P. on the Body of the said S. to be begotten, and the Heirs males of the body of such fourth Son lawfully to be begotten; And for default of such Issue, To the use and behoof of the fifth Son of the said W. P. on the Body of the said S. to be begotten, and the Heirs males of the Body of such fifth Son lawfully to be begotten, And for default of such Issue, To the use and behoof of the sixth, seventh, eighth, ninth, tenth, and all other the Sons of the said W. P. on the Body of the said S. to be begotten severally and successively one after another, in order and course as they shall be in Order and Seniority of Age and Priority of Birth, and the several Heirs males of their several and respective Bodies lawfully to be begotten, the elder of the said Sons, and the Heirs males of his Body being always preferred before the younger, and the Heirs males of their Bodies; And for default of such Issue, To the use and behoof of the said H. S. and F. S. W. S. of A. in the County of B. and G. G. of B. aforesaid, Gent. their Executors, Administrators and Assigns, for and during the term of 99 years from thenceforth next ensuing, fully to be compleat and ended without Impeachment of Wast (Other than voluntary Wast in the Houses and Buildings upon the Premises, and in such Trees as are about the site of the Capital Messuage of P. aforesaid, and are for Ornament or Defence thereof) and with liberty and power to fell, cut, and take any Timber or Wood, in or upon the Premises, or any part thereof (other than such Trees as aforesaid) Nevertheless upon such Trusts and Confidences as are herein after mentioned and declared concerning the same Term of years and Estate, and from and after the End, Surrender or other Determination of the said Term of 99 years, Then to the use of the Heirs males of the body of the said W. P. lawfully to be begotten; And for default of such Issue, To the use and behoof of E. P. Brother of the said W. P. for and during the Term of the natural life of him the said E. P. without impeachment of or for any manner of Wast, and with liberty and power to commit Wast, and with such farther Powers, Liberties, Authorities, and Provisoos as herein after is mentioned and expressed, And from and after his Decease, To the use and behoof of the first Son of the said E. P. lawfully begotten, and of the Heirs males of the Body of such first Son lawfully to be begotten;

Then to the first Son of the Husband on the body of the Wife.

Second Son.

Third Son.

Fourth Son.

Fifth Son.

Sixth seventh, eighth, ninth and tenth Sons.

Term of 99 years.

Heirs males of the Body of the Husband lawfully to be begotten.

Husbands Brother his first Son, &c.

ten; And for default of such Issue, To the use and behoof of the second Son of the said *E. P.* lawfully to be begotten, and of the Heirs males of the Body of such second Son lawfully to be begotten; And for default of such Issue, To the use and behoof of the third Son of the said *E. P.* lawfully to be begotten, and of the Heirs males of the Body of such third Son lawfully to be begotten; And for default of such Issue, To the use and behoof of the fourth Son of the said *E. P.* lawfully to be begotten, and of the Heirs males of the Bodies of such fourth Son, lawfully to be begotten; And for default of such Issue, To the use and behoof of the fifth Son of the said *E. P.* lawfully to be begotten, and of the Heirs males of the Body of such fifth Son, lawfully to be begotten; And for default of such Issue, To the use and behoof of the sixth, seventh, eighth, ninth, tenth, and all other the Sons of the said *E. P.* lawfully to be begotten successively one after another, in order and course as they shall be in Order and Seniority of Age and Priority of Birth, and the several Heirs males of their several and respective Bodies lawfully to be begotten; The elder of the said Sons, and the Heirs males of his Body, being always preferred before the younger, and the Heirs males of their Bodies; And for default of such Issue, Then in case any Wife of the said *E. P.* shall happen to be enscint with Child by him at the time of his Death, To the use and behoof of such Wife, until she shall be of such Child delivered or dye, which shall first happen in Trust for the benefit of such Child; And if such after-born Child shall happen to be a Son, To the use and behoof of such after-born Son, and the Heirs males of his Body lawfully to be begotten; And for default of such Issue, To the use and behoof of the right Heirs of the said *W. P.* for ever.

Wife enscint.

Trust as to the
30 years.

To permit the
Heirs inheri-
table accord-
ing to these
Presents to
enjoy.

And it is hereby declared, expressed, and fully agreed upon by and between all and every the said Parties to these present Indentures, That the said Estate and Term herein before limited unto the said *E. N.* and *S. N.* their Executors and Administrators for 30 years, if the said *S. S.* shall so long live, is upon special Trust and Confidence in them the said *F. N.* and *S. N.* their Executors and Administrators, reposed, That they the said *F. N.* and *S. N.* and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them, shall permit and suffer the said several Sons of the said *W. P.* severally and respectively, and the Heirs males of the several and respective Bodies; And for default of such Issue, the said *H. S.* *F. S.* *W. S.* and *G. G.* their Executors, Administrators and Assigns, during the said Term of 99 years to them limited as aforesaid; And from and after the Surrender or Determination of that Estate, then the Heirs males of the body of the said *W. P.* And for default of such Issue, then the said *E. P.* and all and every the said several Sons of the said *E. P.* severally and respectively, and the Heirs males of their several and respective Bodies, and all and every other person and persons whatsoever unto whom the said Manors, Lordships, Rectories, Advowsons, Tithes, Messuages, Lands, Tenements, Hereditaments and Premises are before in and by these Presents in use limited respectively, severally, and successively, when and as they shall by the intent and true meaning of these Presents, severally come to be seized or possessed of the next and immediate Estate of Free-hold, or for years expectant immediately upon the determination or ceasing of the said Term and Estate for 30 years,

30 years, to have, receive, and take the Rents, Issues, and Profits of all and singular the same Premises, so long as the said yearly Rent of 400 l. shall be truly paid unto the said S. S. and her Assigns, according to the intent of these present Indentures.

So long as the Annuity be paid.

And after such time as any Default shall be made in payment of the said yearly Rent of 400 l. or any part thereof, by the space of 30 days; And from time to time, as often as there shall be any such Default made, shall permit and suffer the said S. S. and her Assigns, to receive and take the Rents, Issues, and Profits of all and singular the Premises, and of all Rents incident to the same Term, and reserved upon any Under-Lease made of the Premises, and with Liberty unto the said Sarah to make Sale of Woods (except all such Trees as are about the Site of the said Capital Messuage at P. aforesaid, and are for the Ornament or Defence thereof) until such time as the said yearly Rent of 400 l. and all Arrerages thereof, and all Costs and Damages by the said S. S. or her Assigns, to be sustained by means or occasion of the non-payment thereof, shall be fully satisfied unto the said S. S. and her Assigns; And after the said Rent and Arrerages thereof, and the said Costs and Damages shall be to the said S. S. and her Assigns, paid and satisfied, Then the said F. N. and S. N. and the Survivor of them, and the Executors and Administrators of the Survivor of them, shall from time to time, during the said Term, permit and suffer the said several Sons of the said W. P. severally, and respectively, and the Heirs males of their several and respective Bodies, and such other person and persons, as shall be seized or possessed of the next immediate Estate of the Freehold, or for years of the Premises expectant as aforesaid, respectively, severally, and respectively, according as they shall be so seized or possessed thereof, to have and receive the Rents, Issues, and Profits thereof, according to the intent and true meaning of these Presents.

In default of payment to permit Joyn-tres to enjoy the profits till payment.

And it is hereby declared, meant, and agreed by and between all and every the said parties to these presents, And the true intent and meaning of them, and every of them, and of these presents is, That the said Term and Estate, so as aforesaid limited unto the said H. S. F. S. W. S. and G. G. their Executors, Administrators and Assigns, for the said Term of 99 years, is upon this special Trust and Confidence, and to the intent and purpose, that in case the said W. P. shall have any one or more Daughter or Daughters, begotten on the Body of the said S. S. which shall be living at the time of the Commencement of the said Term of 99 years, Or that the said S. shall then be enseint and with Child of any Daughter or Daughters, begotten by the said W. P. That then they the said H. S. F. S. W. S. and G. G. or the Survivor of them, or their Executors or Administrators of the Survivor of them, shall by, with, and out of the Rents, Issues and Profits of the said Manors, Lands and Premises, or by Sale or Demise thereof, or of any part thereof, for all or any part of the said Term, or by sale of Timber or Wood upon the Premises (except such Trees as are before excepted) or by all or any of the said means or otherwise, as to them in their Discretions shall seem meet, levy and raise Monies for the Portion or Portions, and yearly Maintenance of such Daughter, or Portions, whether they be born before or after the Commencement of the said Term, in such sort and proportion, and

The 99 years to raise Portions for Daughters.

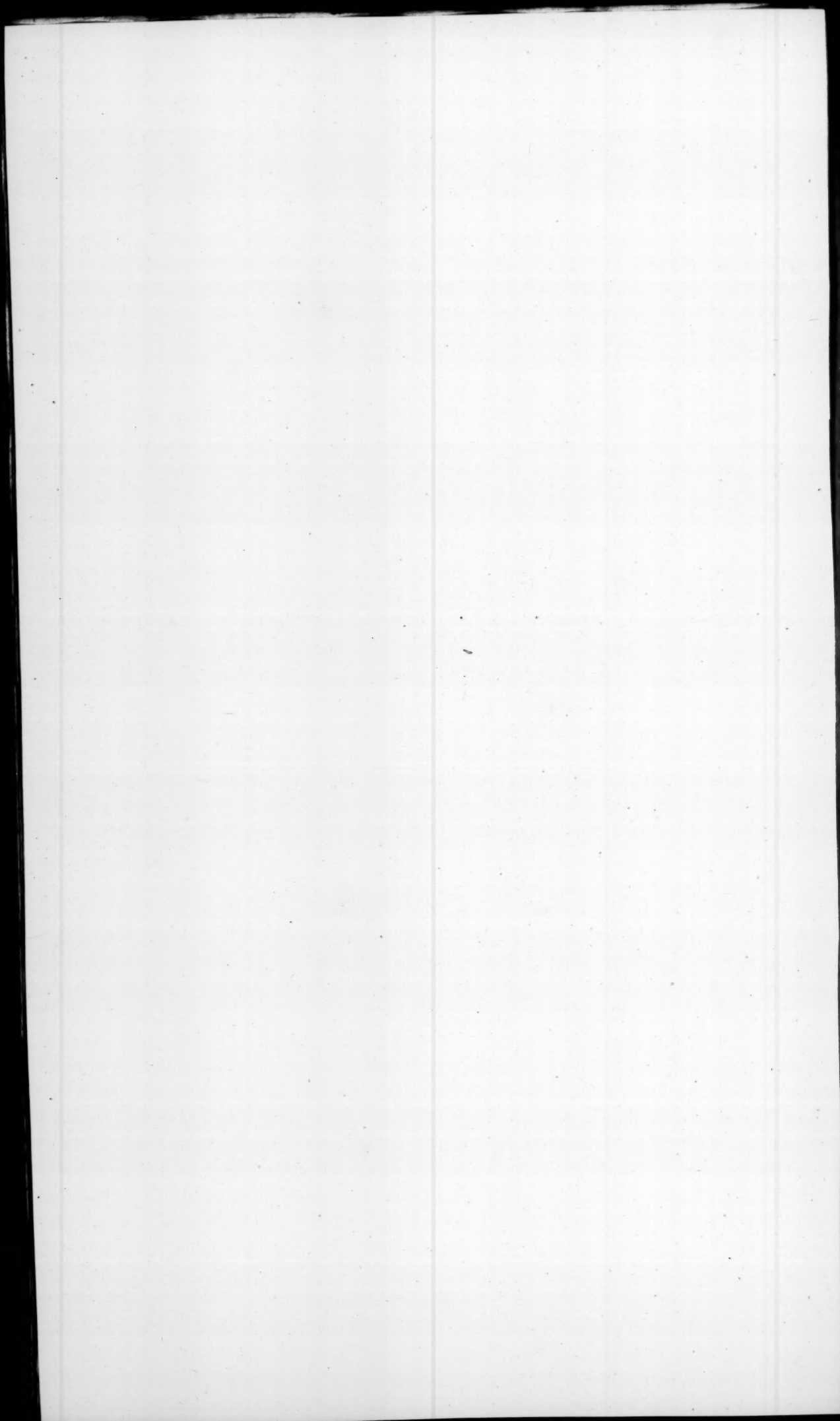
To be paid at Marriage or 21 years.

If married or attain 21 before the commencement of the Term. Then to be paid within one year after commencement.

Provision in case Daughters married in the Fathers life time.

and to be paid in such sort, manner, and form as is herein after mentioned, (that is to say) *In case* there shall be one such Daughter and no more, then the Sum of 4000 *l.* shall be levied and raised for the Portion of such one Daughter; And in case there shall be two such Daughters, and no more, then the Sum of 5000 *l.* shall be levied and raised for the Portions of such two Daughters to be equally divided between them; And if there shall be three or more such Daughters, then the Sum of 6000 *l.* shall be levied or raised for the Portions of such three or more Daughters, to be equally divided amongst all such Daughters, Which said Portion or Portions shall be paid unto such Daughter or Daughters, who shall not be born, or shall be unmarried, or under the Age of 21 years at the time of the Commencement of the said Term of 99 years respectively, at the day or days of her or their respective Marriage or Marriages, or at her or their respective Age or Ages of 21 years, whichsoever shall first happen. But if she or they, or any of them, shall be married, or have attained the said Age of 21 years before the Commencement of the said Term of years, then the Portion or Portions of such Daughter or Daughters which shall be so married, or shall have attained her Age of 21 years before the Commencement of the said Term of 99 years, shall be paid unto her or them respectively within one year after the Commencement of the said Term of 99 years.

And nevertheless it is hereby also declared, meant, and agreed by and between all the said parties to these presents, and the true intent and meaning of them, and every of them, and of these presents is, That in case any of the said Daughter or Daughters to whom any such Portion or Portions are so appointed to be paid, shall be preferred in Marriage in the life time of the said *W. P.* her Father, and that he the said *W. P.* shall have bestowed and given with such Daughter or Daughters in Marriage, as much Portion or more as is by these presents allotted unto her or them, That then such Daughter or Daughters shall not have any farther Portion raised for her, or paid unto her by virtue of these presents; But in case the said *W. P.* shall have given or bestowed with any such Daughter or Daughters in Marriage, any Portion or Portions less than the Portion or Portions hereby allotted unto her or them, That then such Portion or Portions so given in Marriage with such Daughter or Daughters by the said *W. P.* in his life time, shall be reckoned and accounted as part of the Portion or Portions hereby allotted and appointed to be paid to such Daughter or Daughters; And the said *H. S. F. S. W. S.* and *G. G.* and the Survivors and the Survivor of them, and the Executors or Administrators of the Survivor of them, shall by such means, and in such sort as aforesaid, levy and raise for such Daughter or Daughters so preferred in Marriage, and pay unto her or them only so much Money, as together with the said Portion or Portions so paid by the said *W. P.* in his life time, shall make up the full Portion or Portions herein before allotted and appointed for such Daughter or Daughters, unless the said *W. P.* shall by any Writing under his Hand and Seal, subscribed and sealed by him in the presence of two or more credible Witnesses, or by his last Will and Testament in Writing, declare and appoint, That any such Daughter or Daughters so preferred in Marriage in his life time, shall have over and above the Portion by him given with her or them in Marriage, the whole Portion hereby



by allotted and appointed unto or for such Daughter, And then in Case of such Declaration or Appointment by the said *W. P.* such Daughter or Daughters so preferred in Marriage in the life time of the said *W. P.* shall have all such portion or portions as is hereby to or for his or them allotted or appointed, without deduction of any thing in respect of the portion or portions given by the said *W. P.* in his life time, Any thing herein contained to the contrary notwithstanding.

And upon this farther Trust and Confidence, and to this father intent and purpose, That he the said *H. S. F. S. W. S.* and *G. G.* and the Survivors and Survivor of them, and the Executors or Administrators of the Survivor of them, shall out of the Profits of the said Manors, Lands and Premises, pay and allow unto all such Daughter or Daughters of the said *W. P.* begotten on the Body of the said *S.* which shall be living at the Commencement of the said Term of 99 years, and shall not be preferred in Marriage by the said *W. P.* in his life time, and to such Daughter or Daughters whereof the said *S.* shall be enseint and with Child by the said *W. P.* and shall be born after his Death, for her or their yearly Maintenance and Education from the time of the Commencement of the said Term and Estate for 99 years, until such time as her or their respective portion or portions before mentioned, shall become due and payable unto her or them respectively, during the times herein after mentioned, the yearly Sum or Sums following, (that is to say) unto such one Daughter (if there shall be but one such Daughter) until such one Daughter shall attain her Age of ten Years, the Sum of 50 *l. per Annum*, And after she shall have attained the said Age of ten Years, then the Sum of 100 *l.* yearly until her said portion shall become due and payable; And if there shall be two such Daughters, and no more, then unto each of the said two Daughters, until they shall respectively have attained their respective Ages of ten Years, the Sum of 33 *l. 6 s. 8 d.* apiece yearly, And after they, or either of them, shall have attained their said Age of ten Years, then the Sum of 60 *l.* apiece yearly until their portions shall become due and payable unto them respectively, And in case there shall be more such Daughters than two, Then unto and amongst all such Daughters, until some or one of them shall have attained her, or their Age or Ages of ten Years, the Sum of one hundred pound yearly, to be equally divided amongst them, And after such time as they shall all of them have attained their several Ages of ten Years, then unto and amongst all such Daughters, the Sum of one hundred and fifty pound yearly to be equally divided amongst them, until their respective portions shall become due and payable unto them respectively.

And that during all such time as some, or one of the said Daughters shall be under the said Age of ten Years, or some or one other of them shall be above the said Age of ten Years, such of the said Daughters as shall be under the said Age of ten Years, shall have for her Maintenance so much as she should have in case they were all under that Age; And such of the said Daughters as shall be above the said Age of ten Years, shall have for her Maintenance so much as she should have in case they were all above that Age; All the said Sums for Maintenance

Maintenance
for Daughters
till Portions
payable.

to be paid to the said Daughter or Daughters by quarterly payments yearly at the four most usual Feasts, or days of payment.

To surrender
the Term after
the Trusts
performed.

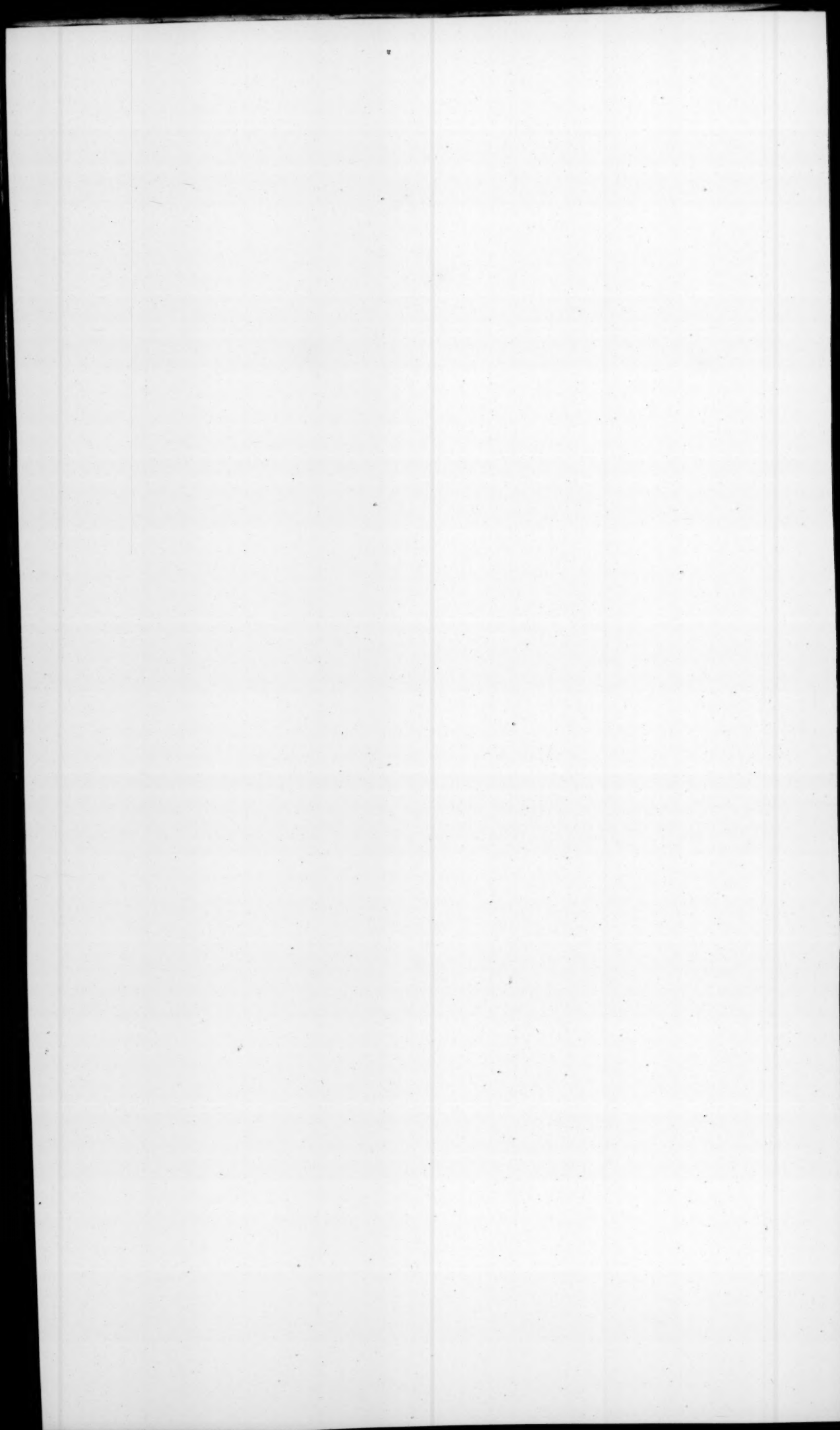
And upon this farther Trust and Confidence also, That after all the said Portions and Sums of Money shall be levied and raised, together with all Charges in or about the levying or raising thereof, Or that the said E. P. or any other to whom any Estate is herein before limited in remainder of the same Premises, shall pay the same, That then at any time after, as also in case there shall be no such Daughter or Daughters at the time of the Commencement of the said Term, and after for 99 years; Nor that the said S. shall then be enfeint of any Daughter which shall be after born alive, they the said H. S. F. S. W. S. and G. G. their Executors, Administrators and Assigns, shall and will, at the reasonable request and proper costs and charges of such person or persons to whom the immediate Estate of Inheritance or Freehold of and in the Premises, expectant upon the determination of the said Term of years, shall by the true intent and meaning of these Presents belong or appertain, surrender and yield up the said Estate and Term of years, unto such person and persons so requiring the same.

Grantor
power to
make Leases
for 21 years at
the best Rent.

Provided always, and it is hereby declared, meant and agreed by and between all and every the said parties to these Presents, and the farther intent and meaning of them, and every of these Presents, is, That the said W. P. shall have full Power, Liberty and Authority, and that it shall and may be lawful to and for the said W. P. from time to time, during his natural life, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, to be subscribed and sealed by him in the presence of two or more credible Witnesses, to demise, lease, limit and appoint the said Manors, Lands, Tenements, Rectories, Tithes, Hereditaments and Premises, or any of them, or any part or parcel thereof, to any person or persons, for any Term or Terms of years not exceeding 21 years, to commence and take effect in Possession and not in Reversion, reserving thereupon the best yearly Rent that can reasonably be gotten for the same Premises, or as much Rent as the same Premises do now yield, or as hath been paid for the same by the greatest part of 20 years now last past, to continue payable during all such Term of years, and with and upon such Conditions, Covenants, and other Agreements as the said W. P. shall think fit, So as no such Lease or Estate be made punishable for Waste by any express Clause or Words therein to be contained.

The Brother
in Remainder
power to
make a Joyn-
ture,

Provided likewise, and it is hereby farther declared, meant and agreed by and between all and every the said parties to these Presents, and the farther intent and meaning of them, all and every of them, and of these Presents is, That the said E. P. when he shall have any Estate in possession in the Premises, or any part thereof, for his life, by virtue of the limitation to him herein before mentioned, And after that the said Estate or Term for 99 years herein before limited to the said H. S. F. S. W. S. and G. G. shall be ended and determined, shall have full Power, Liberty and Authority, and that it shall and may be lawful to and for the said E. P. then after from time to time, and at all times during his life, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, to be by him sub-
scribed



scribed and sealed in the presence of three or more credible Witnesses, to assign, limit or appoint to, or to the use of or in Trust for any Woman or Women, that shall be the Wife or Wives of the said *E. P.* for and during the Term of the natural life or lives of such Woman or Women, for or in lieu, name or stead of her or their Joynture, or part of Joynture, or better means of livelyhood, And that as well before as after the Marriage of the said *E. P.* with such Man or Woman whom he shall so Marry and take to Wife, any of the Manors, Lordships, Rectories, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned, to be granted or conveyed, or any part or parts, parcel or parcels of them, or any of them, to commence and take effect, as in such Deed or Deeds, Writing or Writings, shall be assigned, limited or appointed.

Provided also, and it is hereby farther declared, meant and agreed by and between all and every the said parties to these Presents, and the farther intent and meaning of them, and every of them, and of these Presents, is, That the said *E. P.* when he shall have any Estate in possession in the Premises, or any part thereof, for his life, by virtue of the Limitation to him herein before mentioned, And after that the said Estate or Term for Years herein before limited to the said *H. S. F. S. W. S.* and *G. G.* shall be ended and determined, shall have full Power, Liberty and Authority, and that it shall and may be lawful to and for the said *E. P.* then after from time to time, and at all times during his life, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, to be subscribed and sealed by him in the presence of two or more credible Witnesses, To demise, lease, limit or appoint the said Manors, Lands, Tenements, Rectories, Tithes, Hereditaments and Premises, or any of them, or any part or parcel thereof, to any person or persons, for any Term or Terms of Years, not exceeding 21 years, to commence and take effect in possession, and not in Reversion, reserving thereupon the best yearly Rent that can be reasonably gotten for the same Premises, or as much Rent as the same Premises do now yield, or as hath been paid for the same by the greatest part of 20 years now last past, to continue payable during all such Term of years, so as such Lease or Leases be not made dispunishable for Want by any express Clause or Words therein to be contained.

The said Brother power to make Leases.

And it is hereby also declared and agreed by and between all and every the said parties to these Presents, and the full intent and meaning of these Presents, and of all and every the said parties hereunto is, That the Execution of any the Powers here before contained, shall not in any wise bar or hinder the said *S. S.* or her Assigns, from having, taking and enjoying the said yearly Rent of four hundred Pounds, or Sums of Mony to be lost in name of a Pain for the Non-payment thereof, Or taking Distress for the same, but that all such Joyntures, Leases and Estates so to be made, assigned, limited or appointed by the said *W. P.* and *E. P.* respectively, or either of them, by virtue of any the Powers hereby given or limited unto them, or either of them, shall be, and are hereby agreed and declared to be subject unto the said yearly Rent of four hundred pounds, and Sums of Mony to be lost in name of a Pain for Non-payment thereof, And that all the Manors, Messuages, Lands, Tenements, Hereditaments

The execution of the powers hereby contained shall no way bar the Annuity but Premises shall still remain liable to the same during the Estates to be made by virtue of such Powers.

ments and Premises, which shall be so assigned, leased, demised, limited or appointed by virtue of any the Powers, Liberties or Proviso's herein contained, shall notwithstanding any such Assignment, Lease, Limitation or Appointment, remain and be charged and chargeable with the said yearly Rent of four hundred pound, and Sums of Money to be forfeited and lost for Non-payment thereof, and liable to distress for the same, as they should or would have been in case no such Demise, Lease, Appointment, Assignment, Limitation or Estate so to be made, by virtue of any of the Powers aforesaid had not at all been.

And the Premises shall enure during the Leases and Estates to be made according to the same chargeable as aforesaid.

And that from and immediately after such Joyntures, Leases and Estates so made, assigned, limited or appointed by the said *W. P.* and *E. P.* respectively, or either of them, according to the Powers hereby given or limited unto them, and either of them, these Presents shall be and enure, and shall be adjudged, deemed and taken to be and enure of, for and concerning the Premises so to be letten, stated, assigned, limited or appointed, And the said *H. S.* and *F. S.* and their Heirs, shall stand and be seized thereof, charged and chargeable as aforesaid, to the several and respective uses of the several and respective Persons, their Executors, Administrators and Assigns, to whom such Joyntures, Leases and Estates shall be so made, limited or appointed as aforesaid, for such Terms and Estates, as shall be so leased, limited or appointed to them, according to the intent and true meaning of the said several and respective Deeds or Writings so leasing, limiting or appointing the same, And of the Reversion and Reversions thereof during the said Leases, Terms and Estates, and of the Premises themselves after the said Leases, Terms and Estates, shall be ended and determined, and as the same shall severally and respectively end and determine, To the several uses of such person and persons, and for such Estate and Estates, and with and under such Powers, Authorities and Provisoes, and in such sort, manner and form as the same are hereby declared, limited and appointed, and as the same should have been, if such Leases, Estates or Terms so to be made, by virtue of these Presents, had not at all been.

And afterwards to the uses of such Persons, and for such Estates as hereby declared as if no such Leases, &c. had been.

Covenant is Owner.

Seized in Fee.

And the said *W. P.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *H. S.* and *F. S.* their Heirs, Executors and Administrators, by these Presents in manner and form following, (that is to say,) That he the said *W. P.* at and immediately before the Sealing and Delivery of these Presents (for and notwithstanding any Act or Thing by him the said *W. P.* his late Father, deceased, or either of them done or suffered to the contrary) is the sole, true and lawful Owner and Proprietor of the said Manors, Lordships, Messuages, Lands, Tenements, Rectories, Tythes, Rents, Reversions, Hereditaments and Premises whatsoever hereby granted or mentioned to be granted, and of every part and parcel thereof, with the Appurtenances, And solely, lawfully, rightfully and absolutely seized thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any manner of Condition, Contingent, Proviso or Limitation of use or uses, or other Restraint, Matter or Thing, to determine, alter or change the same, And

And that he shall continue so seised thereof, and of every part and parcel thereof, until a good, perfect and absolute Estate in Fee-simple, shall be thereof vested in the said *H.S. F.S.* their Heirs and Assigns, to the uses, intents and purposes herein before mentioned, and according to the true intent and meaning of these Presents.

And also, That he the said *W. P.* (for and notwithstanding any Act or Thing heretofore done or suffered, as aforesaid) now hath good, right, lawful and absolute Power and Authority in himself, to grant, alien, convey, settle and assure the said Manors, Lordships, Messuages, Lands, Tenements, Rectories, Tithes, Rents, Reversions, Hereditaments and Premises hereby granted, or mentioned to be granted, as aforesaid, and every part and parcel thereof, with the Appurtenances, unto the said *H.S.* and *F.S.* their Heirs and Assigns, to the uses before-mentioned, and in manner and form aforesaid.

Power to convey.

And also, That the same Premises, and every part and parcel thereof, with the Appurtenances, now are, and from henceforth for ever hereafter, shall remain, continue and be, to the uses, intents and purposes herein before mentioned, free and clear, and freely, clearly and absolutely acquitted, freed, exonerated and discharged of and from all, and all manner of former, and other Bargains, Sales, Gifts, Grants, Joynures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Amerciaments, Debts, Duties, Judgments, Statutes, Recognizances, and all Debts of Record, Extents, Seisures, Liberata's, Sequestrations, Forfeitures, Orders, Decrees, Titles, Charges, Troubles and Incumbrances whatsoever, had, made, committed, done, knowledged or suffered by the said *W. P.* party to these Presents, or by the said *J.P.* his late Father deceased, or by any other person or persons whomsoever, by or with their or either of their means, consent, act, privity, knowledge or procurement.

Free from Incumbrances.

Saving and except one Annual Rent of 200 *l. per Annum*, in and by one Indenture Tripartite, dated the, &c. in the 16th Year of the Reign of, &c. made, or mentioned to be made between *W. P.* Grandfather of the said *W. P.* party to these Presents, of the first part, the said *J. P.* and *S.* his Wife, Father and Mother of the said *W. P.* (party to these Presents) of the second part, and *T. L.* and *T. J. Gent.* of the third part, limited out of part of the Premises to the said *J. P.* and *S.* during their Joynt lives, and the life of the longer liver of them. Which Rent of 200 *l. per Annum*, it is hereby declared and agreed by and betwixt all the said parties to these Presents, shall continue and remain during the life of the said *S.* according to the true intent and meaning of the said Indenture. And that all future Assurances of the Lands and Premises, by the said Tripartite Indenture, mentioned to be charged with the said Rent shall be, and shall be construed and taken to be, To the intent to make good the said yearly Rent during the life of the said *S.* And saving and except one Lease by Indenture, dated the, &c. made between the said *W. P.* and *J. P.* of the one part, and *H.A. Gent.* of the other part, of the Rectory and Parsonage Impropriate of *P.* and other Hereditaments therein mentioned, for the Term of 79 years therein mentioned, if the said *W. D.* shall so long live.

Except former Annuity.

And

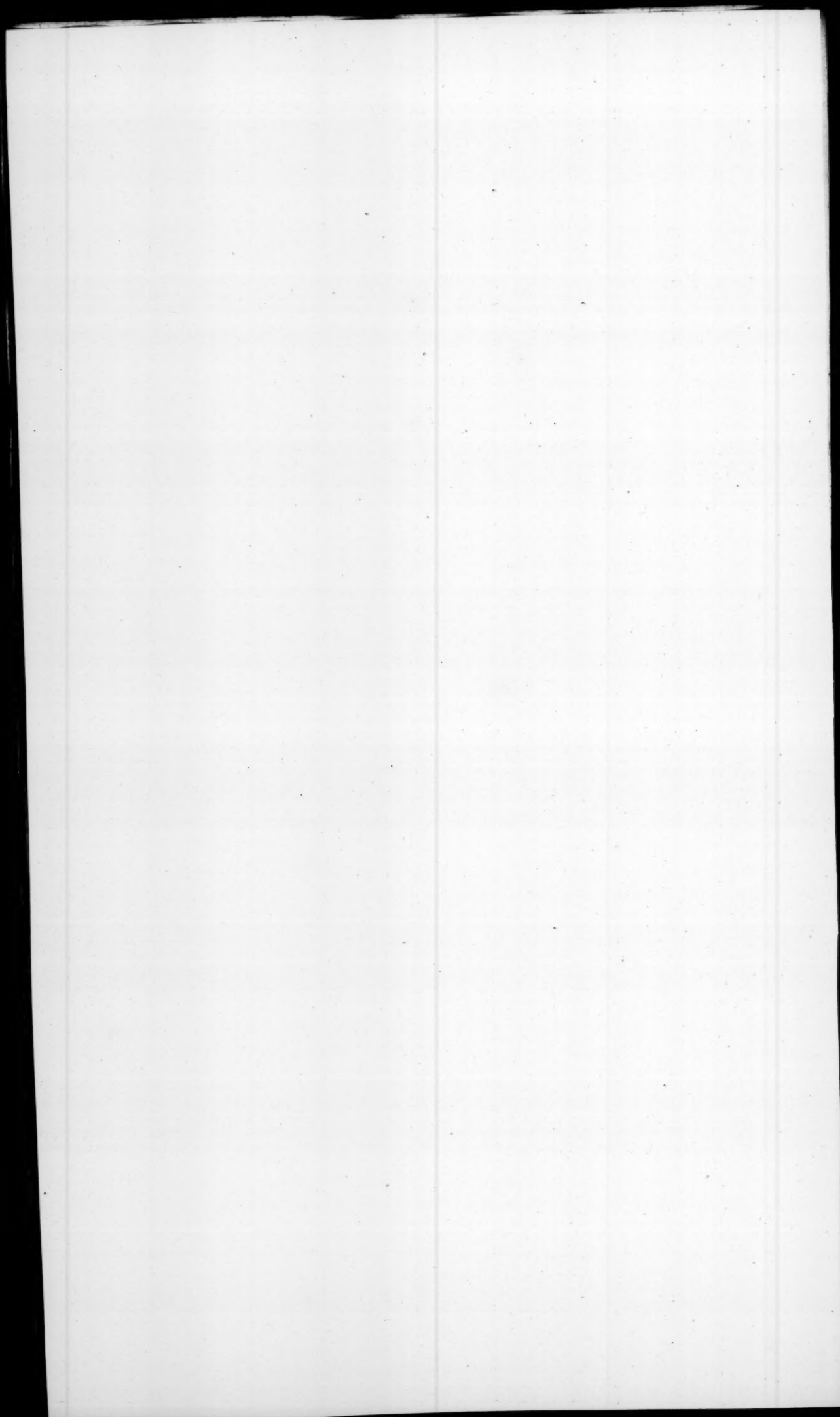
Farther assurance.

And the said *W. P.* for himself, his Heir, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *H.S.* and *F.S.* their Heirs, Executors and Administrators, and every of them by these Presents, That he the said *W. P.* and all and every other person and persons whatsoever, having or lawfully claiming, or which shall or may at any time or times hereafter, have or lawfully claim any Estate, Right, Title or Interest, of, in or to the Premises, hereby granted, or mentioned to be granted, or of, in or to any part or parcel thereof, by, from or under the said *W. P.* party to these Presents, or the said *J. P.* his late Father deceased, or either of them (other than the said *S. P.* and the Persons and Lessees and their Assignees, whose Estates and Interests are before in these Presents excepted, for and in respect only of the same Estates and Interests so excepted) shall and will from time to time, and at all and every time and times hereafter, within the space of seven years next ensuing the date of this present Indenture, at and upon the reasonable request of the said *H.S.* and *F.S.* their Heirs, Executors or Administrators, but at the proper charges of the said *W. P.* his Heirs, Executors or Administrators, Do, make, levy, execute, acknowledge, and suffer, and cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance, Conveyance and Conveyances in the Law whatsoever, for the farther, better and more perfect assurance, surety, sure-making, settling, establishing and confirmation of all the said Manors, Lordships, Rectories, Advowsons, Messuages, Lands, Tenements, Rents, Reversions, Hereditaments and Premises whatsoever, hereby granted or mentioned to be granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every of their Appurtenances, unto the said *H.S.* and *F.S.* their Heirs and Assigns, unto and for such and the same uses, intents and purposes, and with and under such and the same Powers, Liberties and Proviso's, as the same Premises are in, and by these Presents, granted, conveyed, limited and settled, or mentioned to be granted, conveyed, limited or settled; Be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented or Poll, Inrolled or not Inrolled, Common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation with Warranty, or by all and every, or any of the said ways or means, or by any other ways or means in the Law whatsoever; as by the said *H.S.* and *F.S.* their Heirs, Executors or Administrators, or their or any of their Counsel Learned in the Law, shall be reasonably devised or advised; so as the same extend to no farther or other Warranty or Covenants than against the parties to such Assurances respectively, and for their own Acts only.

So as the Warranty and Covenants be against the parties and their own Acts only

And lastly, It is hereby covenanted, granted, concluded and agreed, by and between the said parties to these Presents, for them and their Heirs; And they do hereby publish and declare, That all and singular Fine and Fines, Common Recovery and Recoveries, and all farther and other Assurances and Conveyances whatsoever, of the said Premises hereby granted, or mentioned to be granted, and every, or any part or parcel thereof, at any time after the day of the date hereof, had, made, levied, executed or acknowledged between the said

said



said parties to these Presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure. And that all and every person and persons which now stand and be seised, or which shall at any time or times hereafter, stand and be seised of the Premises hereby granted or mentioned to be granted, or of any part or parcel thereof, shall from time to time, and at all times hereafter stand and be seised thereof, and of every part and parcel thereof, to the same uses, intents and purposes, and with and under the same Powers, Liberties and Proviso's, as the same Premises are in and by these Presents limited and settled, or mentioned to be limited or settled. In witness, &c.

Bargain and Sale by Husband and Wife, of the Wives Lands, she being under Age. See Collateral Security next following.

This Indenture made, &c. Between B.C. Son and Heir apparent of C.C. of R. in the County of S. and E.C. Wife of the said B.C. and sole Daughter and Heir of F.T. of, &c. deceased, of the one part, and W.J. of B. in the said County of S. of the other part, Witnesseth, That the said B.C. and E. his Wife, for and in Consideration of the Sum of----- of, &c. to the said B.C. in hand paid by the said W.J. at or before the sealing, &c. The Receipt, &c. Have granted, bargained and sold, and by these Presents *Do* for them and their Heirs, clearly, &c. sell unto the said W.J. his Heirs and Assigns, *All* that Manor, Farm or Grange commonly called or known by the Name of W. situate, &c. And all the Messuages, Lands, &c. whatsoever, to the said Manor, Farm or Grange belonging, or in any wise appertaining or accepted, &c. *And* the Reversion, &c. Remainder, &c. of all and singular the Premises, &c. And all Rents, Services, &c. And also all and every the Estate and Estates, Right, Title, &c. whatsoever, of them the said B.C. and E. his Wife, or either of them, of, in and to the, &c. *To have and to hold* the said Manor, Farm, Grange, Messuages, Lands, &c. whatsoever, hereby granted or mentioned, &c. unto the said W.J. his Heirs and Assigns; *To the only use*, &c. of the said W.J. his Heirs and Assigns for ever: And to or for none other use, &c. whatsoever.

And the said B.C. for himself, his Heirs, Executors, Administrators and Assigns, and for every, &c. doth covenant, &c. with the said W.J. his Heirs and Assigns, by, &c. That the said Manor, Farm, Grange, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever, hereby granted, or, &c. with their, &c. Appurtenances, is, and are free and clear of and from the payment of all, and all manner of Tithes whatsoever.

Covenant the Premises are Tyth-free.

And farther, the said B.C. for himself, his Heirs, &c. (*ut supra*) Presents, That the said E.C. Wife of the said B.C. if she shall happen to live to attain her full Age of 21 years, together with the said B.C. or such

Covenant by Husband.

That the Wife
shall levy a
Fine, when of
Age if live so
long.

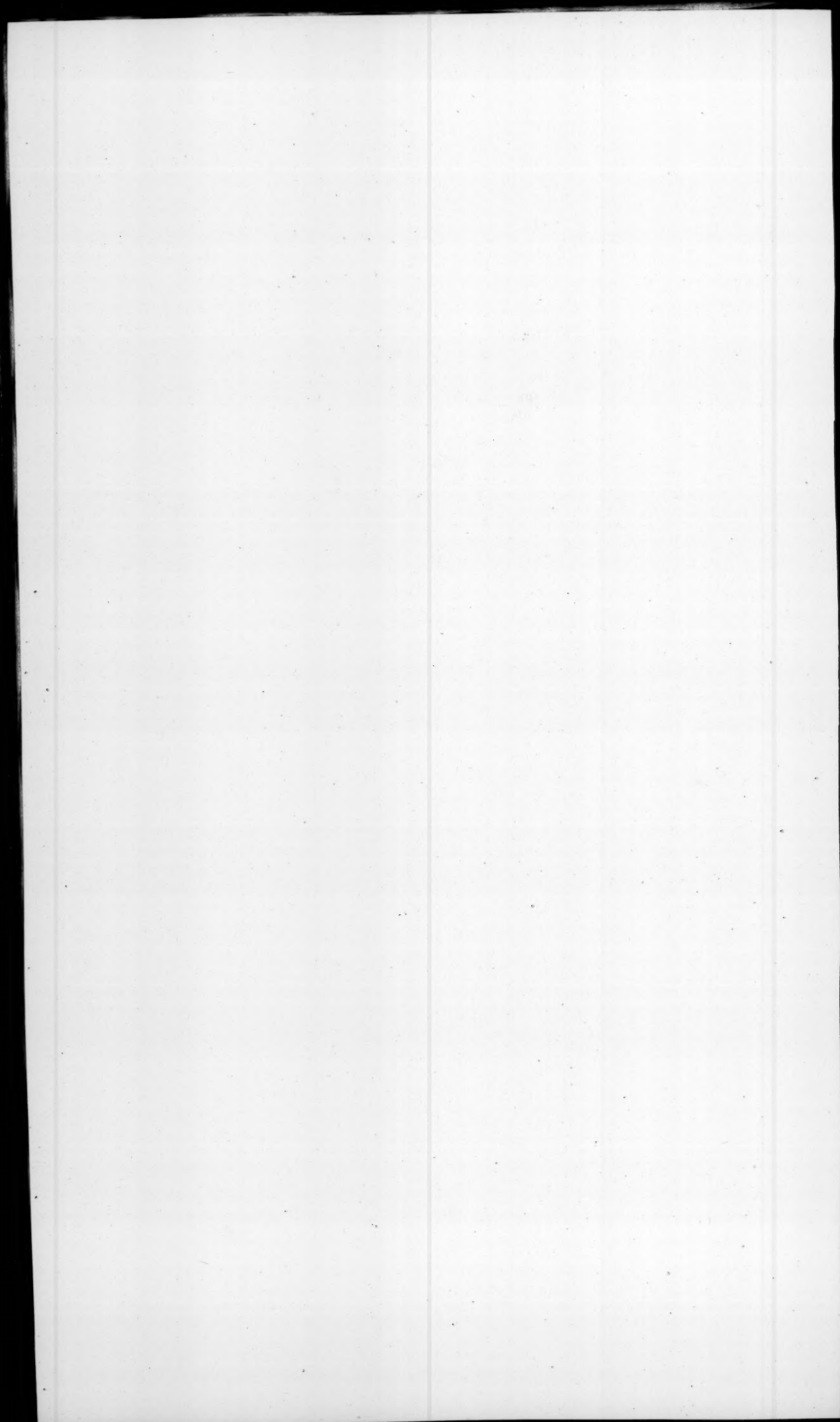
If dye under
Age then her
Heir shall do it

And further
Assurance.

Free from all
other Grants.

such other Husband as she shall then have, if she shall then be under Coverture; or if not under Coverture, then solely within two Months after that the said E. C. shall attain her full Age of 21 Years; Or if she shall die before she shall attain her full Age, or before she shall have levied a Fine, as is herein after mentioned; Then the Heir or Heirs of the said E. C. within two Months after her death, if such Heir or Heirs shall be then of full Age: Or if within Age, then within two Months after such Heir or Heirs shall be of full Age, shall and will at the Costs and Charges in the Law of the said W. J. his Heirs or Assigns, acknowledge and levy one Fine *Sur Conscience*, &c. unto the said W. J. his Heirs and Assigns, of all and singular the Premises hereby granted, or, &c. with the Appurtenances. And from time to time then after, make, do and execute, or cause, &c. All and every such farther, and other lawful and reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the farther, better, and more perfect Assurance, Surety, &c. or Confirmation of the said Manor, Farm, Grange, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or, &c. with their, &c. Appurtenances, unto the said W. J. his Heirs and Assigns: Be it by Deed or Deeds, Indented or Poll, Inrolled or not Inrolled, Fine or Fines, with Proclamations, Common Recovery or Recoveries, with single, &c. Voucher or Vouchers, Release or Confirmation, or by all and every, or any, &c. as by the said W. J. his Heirs or Assigns, or by his, &c. and required.

And, that at the time of making of such Assurance or Assurances, the said Manor, Farm, Grange, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or, &c. with their, &c. Appurtenances, shall be free and clear, and freely, clearly and absolutely acquitted, freed and discharged, or otherwise well and sufficiently recompenced, saved and kept harmless, of and from all former and other Grants, Bargains, Sales, Leases, Charges, Titles, Troubles, Forfeitures and Incumbrances whatsoever, had, made, committed, done, knowledged, or willingly and wittingly suffered by the said B. C. and E. his Wife, or either of them, or by the Heirs of the said E. C. or by the said F. T. deceased, late Father of the said E. C. or by any other person or persons whatsoever, by or with their or any of their means, consent, act, privity, knowledge or procurement. Except the Dower of E. B. Widow, Mother of the said E. C. and one Lease made unto T. F. of a Croft, and a little parcel of Meadow, parcel of the Premises.



A Lease by Husband and Wife for 60 years, if the Wives Mother so long lives, between the same parties, as in the foregoing Deed.

THIS Indenture, &c. made, &c. Between B.C. Esquire, Son and Heir apparent of C.C. of R. in the County of S. and E.C. his Wife, Daughter and Heir of F.T. Esquire of the one part, and W.J. of B. in the County of S. Esquire, of the other part, *Witnesseth*; That the said B.C. and E. his Wife, for and in Consideration of the yearly Rent herein after reserved, and for divers other good Causes, &c. them thereunto especially moving, Have demised, granted, set, and to Farm-letten; and by these Presents do demise, &c. unto the said W.J. his Executors, Administrators and Assigns, *All* that Close, Meadow, Leazow, Pasture, Meadow-ground, or parcel of Land, situate, &c. in C. in the said County of S. commonly called, &c. name of C.M. with all Profits and Appurtenances thereunto belonging. *To have and, &c.* the said Close Meadow, Leazow, Pasture-ground, or parcel of Land, and all and singular other the Premises hereby demised, or, &c. with the Appurtenances, unto the said W.J. his Executors &c. from the 25th day of March now next coming, after the Date hereof, for and during the Term of 60 years, from thenceforth next ensuing, and fully to be compleat and ended, if E.B. Widow, Mother of the said E.C. shall so long live, *Teilding, &c.* therefore yearly, and every year during all the said Term the yearly Rent of 20 l. of, &c. at two usual Feasts or Terms in the year (that is to say) the Feast of St. M. &c. and the *Annunciation, &c.* by even, &c. Portions.

Habend.
for 60 years,
if the Wives
Mother shall so
long live.

Reddend. 20 l.
Per Annum.

And the said B.C. for himself, his Heirs, &c. and for every of them, doth Covenant, &c. with the said W.J. his Executors, Administrators, and Assigns by these Presents, That the said B.C. and E.C. their Heirs or Assigns, or some of them, shall and will from time to time during all the said Term hereby granted, or mentioned to be granted, bear and pay all Taxes, Charges and Assessments whatsoever; which shall be laid, taxed, charged or imposed upon the Premises, or upon the said W.J. his Executors or Administrators, for or in respect of the said Premises; And thereof, and therefrom, and of and from every part and parcel thereof, shall and will acquit and discharge the said W.J. his Executors, Administrators, and Assigns, and every of them.

Covenant by
the Lessor to
pay Taxes.

And farther, That he the said W.J. his Executors and Administrators, shall and may during the Term aforesaid, quietly and peaceably, under the Rent aforesaid, have, hold, occupy, possess and enjoy the said Close, Meadow and Premises, hereby demised, or mentioned to be demised, without any lett or interruption, of, or by the said B.C. and E. his Wife, or either of them, or the Heirs of the said E. or of any other Person lawfully claiming by, from, or under them, or any of them: And free and clear, or otherwise from time to time, well and sufficiently saved, and kept harmless and indemnified, of and from all Incumbrances whatsoever, had, made or suffered, or to be had, made or suffered by the said B. and E. or either of them. *In witness,* &c.

Quietly enjoy.

Collateral Security by Demise for a Thousand years, Conditioned Security, that the Wife, when of full Age, shall levy a Fine: This has Reference to the two last Conveyances. Note in the two former the Husband and Wife only conveyed, in this the Husband and his Father joyns.

Recital of the
Bargain and
Sale, fo. 167.

This Indenture, made, &c. Between C. C. of R. in the County of N. and B. C. Son and Heir apparent of the said C. C. of the one part, and W. J. of B. in the County of S. of the other part; Whereas by one Indenture bearing even Date with these Presents, made, or mentioned to be made, between the said B. C. and E. C. Wife of the said B. C. and sole Daughter and Heir of F. T. late of R. in the County of S. deceased, of the one part, and the said W. J. of the other part. *The said B. C. and E. his Wife, for the Consideration of 2200 Pounds, in the said Indenture mentioned, Did grant, bargain and sell unto the said W. J. his Heirs and Assigns, All that Mannor, Farm, or Grange, commonly called or known by the name of W. situate, &c. [And so throughout the parcels Habend. and Use.] And to and for none other use, intent or purpose whatsoever; as in and by the said Indenture, (Relation being, &c.) appears.*

Recital of the
Lease, on the
other side this
folio.

And whereas by one other Indenture, also bearing even Date with these Presents, made, or mentioned to be made, between the said B. C. and E. his Wife, of the one part, and the said W. J. of the other part, They the said B. C. and E. his Wife, for and in Consideration of the yearly Rent therein after reserved; and for divers other good Causes, &c. them thereunto especially moving, Did demise, grant, set, and to Farm-let unto the said W. J. his Executors, Administrators, and Assigns, All that Close, Meadow, Leazow Pasture-ground, or parcel of Land, situate, &c. in Crake-Marish, &c. [And so throughout the Parcels and Habend.] At and under the yearly Rent of 20 l. of, &c. as by the last recited Indenture (relation being, &c.) appears.

Cont.

Now this Indenture witnesseth, That for securing the quiet Enjoyment of the several Lands and Hereditaments, in and by the said several recited Indentures, granted and conveyed, or, &c. as afore-said, they being the Inheritance of the said E. C. who is yet under the Age of 21 years (to wit) of the age of Eighteen years and an half, or thereabouts. And for and in Consideration of the sum of Five shillings of, &c. to the said C. C. and B. C. in hand paid by the said W. J. At or before the Sealing &c. The Receipt whereof the said C. C. and B. C. do hereby acknowledge; And for divers other good Causes, &c. them thereunto especially moving, They the said C. C. and B. C. have demised, granted, bargained and sold, And by these Presents do demise, &c. unto the said W. J. his Executors, Administrators and Assigns, All and singular the Messuages, Farms, Cottages, Lands, Tenements, and Hereditaments whatsoever, in the Town, Parish, Fields, Hamlets, or Precincts of S. in the County of N. wherein the said C. C. and B. C. or either of them, have or ever had any manner of Estate in Possession, Reversion, Remainder, or Expectancy :

And

And the Reversion, &c. Remainder, &c. And all Rents, &c. belonging, ~~To have and to hold~~ the said Lands, Tenements, and Hereditaments, and all and singular other the Premises, hereby demised, or, &c. with their, &c. Appurtenances unto the said *W. J.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date hereof, for and during the full end and term of a Thousand years from thence next ensuing, and fully to be, &c. without Impeachment, &c.

Habend.

Reddend.

Provided always, and upon Condition nevertheless, That if the said *E. C.* Wife of the said *B. C.* if she shall live to attain her full Age of 21 years, together with the said *B. C.* or such other Husband as she shall then have, if she shall then be under Coverture; Or if not under Coverture, then solely within two Months after that the said *E. C.* shall attain her full Age of 21 years. Or if she shall die before she shall attain her said full Age, or before she shall have Levied a Fine, as is herein after-mentioned, of the Mannor, Farm, or Grange of *W.* and other the Premises, in or by the said first recited Indenture, mentioned to be bargained and sold to the said *W. J.* and his Heirs. Then, if the Heir or Heirs of the said *E. C.* within two Months after the Death of the said *E. C.* if such Heir or Heirs shall be then of full Age; Or if within Age, then within two Months after that such Heir or Heirs shall be of full Age, shall and will, at the Costs and Charges in the Law, of the said *W. J.* his Heirs or Assigns, acknowledge and Levy one Fine *Sur Conusans de Droit*, come ceo, &c. unto the said *W. J.* his Heirs and Assigns, of all and singular the said Mannor, Farm, or Grange called *W.* and other the Premises in and by the said first recited Indenture granted, or, &c. with the Appurtenances: And from time to time then after, make, do and execute, or cause, &c. all and every such farther and other lawful and reasonable Act and Acts, Thing, &c. whatsoever, for the farther better and more perfect Assurance, &c. or Confirmation of the said Mannor, Farm, Grange, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises thereby granted, or, &c. with their, &c. Appurtenances, unto the said *W. J.* his Heirs and Assigns; Be it by Deed or Deeds, Indented or Poll, Inrolled or not Inrolled, Fine or Fines, with Proclamations, Common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, &c. whatsoever, as by the said *W. J.* his Heirs or Assigns, or by his, &c. shall be, &c. and required.

The proviso to be void upon the Wives levying a Fine when of Age, if she lives so long, if not, her Heirs doing it.

And making further assurance.

And, that at the time of the making of such Assurance, or Assurances, the said Mannor, Farm or Grange, called *W.* and all and singular other the said Premises, in and by the said first recited Indenture granted, or, &c. with their, &c. Appurtenances, shall be free and clear, and freely, clearly, and absolutely acquitted, freed and discharged, of and from all former and other Bargains, Sales, Leases, Charges, Titles, Troubles, Forfeitures, and Incumbrances whatsoever, had, made, committed, done, knowledged, or willingly and wittingly suffered by the said *B. C.* and *E.* his Wife, or either of them, or by the Heirs of the said *E. C.* or by the said *F. T.* deceased, late Father of the said *E. C.* or by any other Person or Persons whatsoever, by or with their, or any of their means, consent, act, privity, knowledge or procurement. Except the Dower of the said

The premises being then free from Incumb.

Except Dower. One Lease.

said *E. B.* Mother of the said *E. C.* And one Lease made unto *T. F.* of a Croft, and a little parcel of Meadow, parcel of the Premises.

And till such further assurance if the Purchaser shall quietly enjoy the Premises in the first Indenture,

And if in the mean time, until the making of such Assurance or Assurances, as aforesaid, the said *W. J.* his Heirs and Assigns, shall or lawfully may, quietly and peaceably have, hold and enjoy the said Mannor, Farm, or Grange of *W.* and all and singular other the Premises, in and by the said first recited Indenture granted, or, &c. as aforesaid, with their, &c. Appurtenances, without any manner of let, suit, trouble, molestation or interruption whatsoever, of or by the said *B. C.* and *E.* his Wife, or either of them, their or either of their Heirs or Assigns, or of or by any other Person or Persons whatsoever, lawfully claiming, or to claim, by, from or under the said *B. C.* and *E.* his Wife, or either of them, or either of their Heirs, or by, from or under the said *F. T.* deceased; other than the said *E. B.* and *T. F.* and their Assigns, for and in respect only of their several Estates and Interests herein before excepted.

And likewise the Term of years in the second Indenture,

And also if the said *W. J.* his Executors, Administrators, and Assigns, shall, or lawfully may, for and during all the aforesaid Term of 60 years, (if the said *E. B.* shall so long live) have, hold, occupy, possess and enjoy the said Close, Meadow, &c. or parcel of Land commonly called or known by the Name of *C.* with all Profits and Appurtenances thereto belonging, without any manner of let, Suit, trouble, molestation, or interruption whatsoever, of or by the said *B. C.* and *E. C.* or either of them, or the Heirs of the said *E. C.* And without the lawful let, suit, trouble, molestation or interruption, or incumbrance of or by any other Person or Persons whatsoever, That then and from thenceforth, this present Indenture, and the Demise, Grant, Bargain, Sale, Estate and Term of years hereby made and granted, or, &c. shall cease, determine, become and be void, frustrate, and of none effect; Any thing herein before contained to the contrary notwithstanding.

Then these presents shall cease and be void.

Covenant done no act to Incumber.

And the said *C. C.* for himself, his Heirs, Executors, Administrators and Assigns, and for every, &c. doth Covenant, &c. with the said *W. J.* his Executors, Administrators, and Assigns, by these Presents, That he the said *C. C.* hath not done any act or thing whereby the Premises hereby demised, or, &c. or any part thereof, is, are, or may, &c. in Title, &c. or otherwise.

Seized in Fee.

And the said *B. C.* for himself, his Heirs (*ut antea*) with the said *W. J.* his Executors, &c. by these Presents, That the said *C. C.* and *B. C.* or one of them, now at the time of the Sealing and Delivery of this present Indenture, are, or is lawfully, rightfully and absolutely seised of and in the said Premises in *B. S.* and other the Premises whatsoever in the said County of *N.* hereby demised, or, &c. with their, &c. Appurtenances of a good, pure, absolute and indefeazable Estate of Inheritance in Fee simple: And have, or hath good right, lawful and absolute Power and Authority in themselves, or in one of them, To demise, grant, bargain and sell the same Premises, and every part and parcel thereof unto the said *W. J.* his Executors, Administrators and Assigns, for the said Term of 1000 years, and in manner and form aforesaid.

Power to demise.

And

And that the said *E. C.* or her Heirs, shall levy such Fine, and make such farther Assurances of the said Mannor, Farm, or Grange called *W.* and other the Premises in the said first recited Indenture mentioned, as is herein before in the said Proviso or Condition mentioned; And that in case the said *E. C.* Wife of the said *B. C.* or her Heirs, shall (after such time as she or they shall have attained her or their full Age of One and twenty years, shall refuse, or unnecessarily delay to levy such Fine of the said Mannor, Farm, or Grange called *W.* and other the Premises, in or by the said first recited Indenture granted and conveyed, or, &c. as aforesaid) Or being required by the said *W.* *J.* his Heirs or Assigns, to make such other Assurance or Assurances thereof as aforesaid, shall unnecessarily delay to make such other Assurance or Assurances as aforesaid; Or if the said *W.* *J.* his Heirs and Assigns, shall at any time hereafter be disturbed in the possession of the same Mannor, Farm, or Grange of *W.* and other the said Premises, or any part thereof, by the said *B. C.* and *E.* his Wife, or either of them, their, or either of their Heirs or Assigns, or by any other person or persons whatsoever lawfully claiming, or to claim by, from, or under them, or either of them, or by, from, or under the said *F. T.* deceased; Or if the said *W.* *J.* his Executors, Administrators, or Assigns, or any of them, shall at any time during the aforesaid Term of 60 years, determinable by the death of the said *E. B.* as aforesaid, be disturbed in the possession of the said parcel of Land, called or known by the name of *G.* by the said *B. C.* and *E.* or either of them, or either of their Heirs, or by any other person or persons whatsoever, any Estate having, or lawfully claiming, or to claim in the same Premises, or any part or parcel thereof, That then, and from thenceforth, in any of the said Cases, he the said *W.* *J.* his Executors, Administrators, and Assigns, shall or lawfully may from time to time, during all the rest and residue of the said Term of One thousand years then to come and unexpired, freely, quietly, and peaceably have, hold, and enjoy, All and singular the Premises hereby demised, or, &c. And receive and take all the Rents, Issues, and Profits thereof, without any let, suit, trouble, denial, hindrance, or interruption, of or by the said *B. C.* and *C. C.* his Father, or either of them, or either of their Heirs or Assigns, And without the lawful let, suit, trouble, interruption, eviction, or ejection of or by any person or persons whatsoever.

That the Wife or her Heir shall levy such Fine as before mentioned.

If they refuse or delay doing it, or making further assurance,

Or the Purchaser be disturbed in possession,

Then he shall quietly enjoy the Premises hereby demised against all persons.

And free and clear, and freely, clearly, and absolutely acquitted, freed and discharged of and from all, and all manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-fines, Amerciaments, Judgments, Recognizances, Statutes Merchant and of the Staple, Decrees, Extents, Sequestrations, Seisures, Executions, Charges, Troubles and Incumbrances whatsoever had, made, or done by the said *B. C.* and *C. C.* or either of them, or by any other person or persons whatsoever.

Free from Incumbrances.

And

And further also, That in any of the Cases aforesaid, the said C. G. and B. C. and all and every other person and persons whatsoever, any Estate having, or lawfully claiming, of, in, to, or out of the Premises hereby Demised, &c. or of any part thereof, shall and will at the reasonable request and proper Costs and Charges in the Law of the said W. J. his Executors, Administrators, or Assigns, or any of them, make and do all and every such Act and Acts for the farther, better, and more perfect assuring and conveying of all and singular the said Premises hereby Demised or, &c. with their, &c. Appurtenances unto the said W. J. his Executors, Administrators, and Assigns, for and during the Term hereby granted, or, &c. Be it by Fine or Fines, *Sur Concessit*, or *Sur Conusans de droit come ceo*, &c. Deed or Deeds, Recovery or Recoveries, with single, double, &c. As by the said W. J. his Executors, Administrators, or Assigns, or by his, &c. and required.

The vendor may enjoy the premises hereby demised till breach of performance of the Proviso.

And it is hereby declared and fully agreed by and between all the said Parties to these Presents, That until there shall be some failure of performance of the Proviso herein before mentioned, Or breach of the said Covenants or Agreements, for levying a Fine, or making further Assurances; Or untill the said W. J. his Heirs, Executors, Administrators, or Assigns, shall be molested by the said B. C. and E. his Wife, or one of them, or their, or one of their Heirs or Assigns, or by some other person or persons lawfully claiming, or to claim by, from, or under them, or one of them, in the quiet enjoying of the Mannor, Farm, or Grange, and other the Premises, in or by the said first recited Indenture mentioned to be granted, or of the said parcel of Land called C. and other the Premises, in or by the said second recited Indenture to be demised, It shall and may be lawful to and for the said C. C. and B. C. their Heirs and Assigns, or some of them, according to their Estates and Interest in the Premises hereby demised or, &c. before the making hereof, To create and take to their own uses, All the Rents, Issues, and Profits of all and singular the Premises hereby demised, or, &c. without any Accompt to be given unto the said W. J. his Executors, Administrators, or Assigns, for the same. In witness, &c.

For

Collateral Security for securing a new Joynture to be made for the Wife, who has joyned in a Fine, and passed away her former Joynture.

This Indenture made, &c. between *W. S.* of *N.* in the County of *C.* Son and Heir apparent of *Sir G. S. Kt.* of the one part, and *W. C. J. R.* and *J. B.* of the other part, *Whereas* upon or in Consideration of the Marriage of the said *W. S.* with *E.* his now Wife, eldest Daughter and Coheir of *D. R.* late of *B.* aforesaid, deceased, divers Lands and Hereditaments in the County of *S.* to the value of 600*l. per Annum*, were settled unto and upon the said *E.* for her Joynture; And *whereas* the said *E.* upon request of the said *W. S.* and upon Security given by the said *Sir G. S.* and *W. S.* by several Obligations for settling a good and sufficient Estate in Lands, Tenements, and Hereditaments in *England*, of the clear yearly value of 600*l.* at several times now past, to, or to the use of the said *E.* for her life; Did joyn in the Sale of the said Premises in the said County of *S.* and levied one or more Fines thereof; But no Estate hath been as yet made to or for the use of the said *E.* or other Recompence for parting with her Joynture as aforesaid.

Now this Indenture witnesseth, That to the intent that the said Obligations and Securities should be given up, and the said *E.* should be secured to have the said Joynture made up so far as the value of the Lands herein after-mentioned will extend (being purchased with the Moneys raised by Sale of the said Joynture-Lands) And by 1000*l.* more agreed to be secured, according to a Deed intended to be made concerning the same, and to bear even Date with these Presents. And for and in consideration of the Sum of 5*s. &c.* to the said *W. S.* in hand paid by the said *W. C. J. R.* and *J. B.* at or before the Sealing and Delivery of this, &c. The receipt, &c. And for divers other good Causes, &c. him the said *W. S.* thereunto moving, He the said *W. S.* hath granted, bargained, sold, leased and confirmed, And by these, &c. doth grant, &c. unto the said *W. C. J. R.* and *J. B.* their Heirs and Assigns, *All that Capital Messuage with the Appurtenances, situate, &c. And the Reversion, &c. Remainder of all Rents Services and Premises* hereby granted and released, or, &c. And all Rents Services and Profits, &c. Of all which Premises hereby granted and released, or, &c. the said *W. C. J. R.* and *J. B.* are now in full possession, by force and virtue of a Bargain and Sale thereof to them made by the said *W. S.* for the Term of a year, from the last Day of *M.* now last past before the Date herereof, by Indenture bearing Date the day next before the day of the Date hereof, And by force and virtue of the Statute for transferring uses in possession.

And the said *W. S.* doth further by these Presents (for the consideration aforesaid) grant, bargain, sell, release, and confirm unto the said *W. C. J. R.* and *J. B.* their Heirs and Assigns. All the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *W. S.* of, in, and to the said Mannors, Messuages, Lands, and Premises, and every

Released.

Premises.

Estate and interest.

Habend:

Trust.
If Husband at
any time dur-
ing his Life,
settle other
Lands worth
600 l. per An-
num, on his Wife
for Life, Then.

Or if Husband
survives his
Wife though
no such settle-
ment be: in ei-
ther of those
cases.

Trustees shall
convey the pre-
misses to Hus-
band in Fee.
But if the sur-
vives and no
such settlement
be, then to her
in fee for part
of Joynture.

To permit Hus-
band for Life,
and after him
such persons to
whom the
Premises,
ought as afore-
said, to be con-
veyed to receive
the profit till
such convey-
ance made.

Covenant free
from Incumb.

every part and parcel thereof, *To have* and to hold the said Mannours, Messuages, &c. whatsoever hereby granted and released, or, &c. with their Appurtenances, unto the said *W.C. J.R. J.B.* their Heirs and Assigns, *To the* only proper use, &c. their Heirs and Assigns for ever, *Upon special Trust* and Confidence nevertheless, and to the intent and purpose, That if the said *W.S.* shall at any time during his life, settle and convey to, or to the use of the said *E.* his now Wife, for the Term of her natural life, a good and sufficient Estate of and in Lands, Tenements, or Hereditaments in *England*, of the clear yearly value of 600 l. *per Annum*, over and above all Reprizes (except Taxes) That then, as also in case the said *W.S.* shall survive the said *E.* though no such Estate shall be made, they the said *W.C. J.R.* and *J.B.* their Heirs and Assigns, shall, at and upon the reasonable request and proper Costs and Charges of the said *W.S.* or his Heirs or Assigns, convey the said Mannours, Messuages, Lands, and Premises, and every part and parcel thereof, unto the said *W.S.* his Heirs and Assigns.

But in case the said *E.* shall survive the said *W.S.* and that no such good and sufficient Estate of and in Lands, Tenements, or Hereditaments in *England*, of the clear yearly value of 600 l. *per Annum*, over and above all Reprizes (except Taxes as aforesaid) shall be settled or conveyed to, or to the use of the said *E.* for her life by the said *W.S.* as aforesaid, That then they the said *W.C. J.R.* and *J.B.* their Heirs or Assigns, shall upon request, and at the Costs of the said *E.* her Heirs or Assigns, convey the said Mannours, Messuages, Lands, and Premises, and every part, &c. with their, &c. Appurtenances, unto the said *E.* her Heirs and Assigns to her and their own use, for and towards satisfaction of part of her Joynture.

And upon further Trust and Confidence, and to this farther intent and purpose, That they the said *W.C. J.R.* and *J.B.* their Heirs and Assigns, shall in the mean time, during the life of the said *W.S.* permit him the said *W.S.* to receive the Rents and Profits of all and singular the said Mannours, Messuages, Lands, and Premises, And after his death, shall permit such person and persons to whom the same Premises ought then to be conveyed by the intent of these Presents, to receive the Rents, Issues, and Profits of all and singular the same Premises, until such Conveyance shall be made and executed as aforesaid.

And the said *W.S.* for himself, his Heirs, Executors, Administrators, and Assigns. and for, &c. doth Covenant, &c. with the said *W.C. J.R.* and *J.B.* their Heirs and Assigns by these Presents. That all and singular the said Mannours, Lordships, Messuages, &c. and Premises whatsoever hereby granted and released, or, &c. with their, &c. Appurtenances, now are and so from time to time for ever hereafter, shall remain, continue, and be to the uses, and upon the Trusts aforesaid, free and clear, and freely, &c. of former and other Bargains, Sales, Gifts, Grants, Joyntures, Dowers, Entrails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-fines, Amerciaments, Judgments, Statutes, Recognizances, Charges, Troubles, Forfeitures, and Incumbrances whatsoever, had, made, committed, done, knowledged, or suffered by him the said *W.S.* or by the said *Sr. G.S.* Father of the said *W.S.* In witness, &c.

A Settlement made before Marriage, by leading uses of a Recovery to be suffered, Tenant to the Precipe being made by Bargain and sale. See the Bargain and Sale next after this.

This Indenture quadripartite, made the——day of *F.* in the year, &c. between the Honourable *H. C.* one of the Sons of the Right Honourable *A. Lord C.* deceased, of the first part; *D. B.* Daughter and Coheir of *R. B.* deceased, and sole Daughter and Heir of *M. B.* Wife of the said *R. B.* of the second part; *A. M.* of *R.* in the County of *S.* and *J. B.* of *A.* in the County of *C.* of the third part; and the Right Honourable *A. Lord C.* Baron of *H. J. S.* of *B.* in the County of *O. L. B.* of *B.* in the County of *O.* and *H. M.* of *R.* aforesaid of the fourth part. Quadripartite.

Whereas by one Indenture Tripartite, bearing even Date with these Presents, made or mentioned to be made between the said *H. C.* of the first part, the said *A. M.* and *J. B.* of the second part, and the said *A. Lord C.* of *C. J. S. L. B.* and *H. M.* of the third part, *It is witnessed,* That the said *H. C.* for and in consideration of the Sum of *5 s.* of, &c. therein mentioned, and for divers other good Causes and Considerations him thereunto especially moving, Hath granted, bargained, and sold unto the said *A. M.* and *J. B.* their Heirs and Assigns, *All that* the Mannor and Lordship of *J.* with the Rights, Members, and Appurtenances thereof, in the County of *W.* And all and singular the Messuages, Lands, Tenements, and Hereditaments whatsoever in *J.* and *F.* or either of them, or in any other place or places within the Parish of *J.* or else where within the said County of *W.* wherein the said *H. C.* hath, or ever had any manner of Estate of Inheritance in Possession, Reversion, or Remainder, with their and every of their Rights, Members, and Appurtenances, *And all those* Messuages, Lands, Tenements, and Hereditaments within the Township, Parish, &c. or Fields of *T.* &c. in the County of *G.* or in any of them, wherein the said *H. C.* hath &c. (*ut supra.*) Recital of a bargain and sale Inrolled.

And also all that the Rectory, Parsonage, and Church of *C.* with the Rights, Members, and Appurtenances thereof in the said County of *G.* And the Chappel of *C.* in the said County of *G.* to the said Rectory of *C.* annexed, with the Rights, Members, and Appurtenances hereof, And all those Messuages, Lands, Tenements, Tythes, and Hereditaments within the Parishes of *C.* and *C.* aforesaid, or either of them, with their Rights, Members, and Appurtenances wherein the said *H. C.* hath, or ever had, &c. (*ut supra.*) And all and singular Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Lands, Tenements, Tithes, Portions, Pensions, and Hereditaments to the said Mannor, Rectory, and Premises, or any of them belonging or appertaining, or to or with the same usually demised, used, letten, occupied or enjoyed, or accepted, reputed, deemed, adjudged, taken or known, as part, parcel, or member of them, or any of them, or as to them or any of them belonging or appertaining, And all and singular other the Messuages, Lands, Tenements, and Hereditaments whatsoever of the said *H. C.* in the said Counties of *G.* and *W.* or either of them. The Premises.

Habend.

To make a Tenant to the precept in order to a Recovery.

Uses of the Recovery.

And the Reversion and Reversions, Remainder, &c. of all and singular the Premises, and of every part and parcel thereof, And all Rents and yearly Profits, Reservations, and Services reserved or payable in, by, or upon any Lease or Grant had, made or granted, or mentioned to be granted, of the Premises hereby granted or mentioned to be granted, or of any of them, *To have and to hold* the said Mannor, Lordship, Rectory, Messuage, &c. unto the said *A. M.* and *J. B.* their Heirs and Assigns, *To the use* of them the said *A. M.* and *J. B.* their Heirs and Assigns, *To the intent* and purpose nevertheless, That the said *A. M.* and *J. B.* or the Survivor of them, may be perfect Tenants or Tenant of the said Freehold of the Premises, against whom one or more good and perfect common Recovery or Recoveries may be had and executed of and for the Premises, To the uses, intents, and purposes therein after mentioned, And for that end and purpose it was farther concluded and agreed by and between all and every the said Parties to the said Indenture; And the said *H. C.* for himself, his Heirs, Executors, Administrators, and Assigns, did covenant, promise, and grant to and with the said *A. M.* and *J. B.* their Heirs, Executors, and Administrators by the said Indenture, That before the end of *Easter Term* next ensuing the Date of the said Indenture, several good and perfect common Recoveries in the nature of common Recoveries for assurance of Lands, should be had, executed and perfected, of and for all and singular the Premises in the said several Counties of *W.* and *G.* respectively at the proper Costs and Charges in the Law of the said *H. C.* And that for that end and purpose several Writs of Entry *Sur Disseisin en le Poſt* should be brought in the names of the said *A.* Lord *C. J. S. L. B.* and *H. M.* as Plaintiffs or Demandants herein against the said *A. M.* and *J. B.* as Tenants of and for all and singular the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises, with their &c. Appurtenances. By such names, quantities, qualities, contents and numbers of Messuages and Acres, and other Certainities, as should be apt and convenient, To which several Writs the said *A. M.* and *J. B.* should appear *gratis* in their proper persons, And should and would vouch to warrant the Premises the said *H. C.* who should vouch the common Vouchee, And such farther proceedings should be had therein, that several good and perfect common Recoveries with double Voucher, might be had, prosecuted, and executed in and upon the said several Writs of Entry in all things according to the usual order and form of common Recoveries with double Voucher, for Assurances of Lands in such cases used.

And it was farther covenanted, concluded, declared, and fully agreed by and between all the said Parties to the said recited Indenture, for them and their Heirs, And it was their ~~true~~ intent and meaning, That the said several common Recoveries, so to be had and suffered as aforesaid, and all and every other Recovery and Recoveries whatsoever, to be had and suffered of and for the said Premises, or any of them, by and between the said Parties to the said Indenture, or any of them, or whereunto they, or any of them should be Party or Parties, Vouchee or Vouches, should enure and be, and should be construed, expounded, adjudged, deemed, and taken

taken to enure and to be ; And the said *A. Lord C. J. S. L. B.* and *H. M.* and their Heirs , and all and every person and persons whomsoever, that then were, or thereafter should be at any time seized of and in the said Mannor, Messuages, Lands, Tenements, Hereditaments, and Premises thereby granted, or therein or thereby mentioned to be granted, or any of them, should from and immediately after the passing and suffering of the said several common Recoveries respectively, by force and virtue thereof, and of the said Indenture, stand and be seized thereof, and of every part and parcel thereof respectively, To such uses, behoofs, intents and purposes as are or shall be thereof mentioned, expressed, limited or declared, in and by this present Indenture quadripartite, as in and by the said recited Indenture (Relation, &c.) may appear.

Such as in this Deed after mentioned.

And whereas a Marriage is intended to be by the Grace of God shortly hereafter had and solemnized between the said *H. C.* and the said *D. B.* with whom the said *H. C.* will have a great Advancement as well in Moneys as Lands of Inheritance, Now this Indenture witnesseth, That for and in consideration of the said intended Marriage, and of the Advancement in Lands and Moneys thereby accrewing to the said *H. C.* And as well for the farther Declaration of the Uses of the said several common Recoveries in and by the said recited Tripartite Indenture, covenanted and agreed to be had and suffered as aforesaid, as of all and singular other the Conveyances and Assurances at any time hereafter to be had, made, levied, executed, acknowledged, or suffered of all and every, or any of the said Mannor, Messuages, Lands, Tenements, Hereditaments, and Premises.

Consideration Marriage to be had, &c.

It is now hereby declared, concluded, and fully agreed by and between the said Parties to these Presents, and the said *H. C.* for himself, his Heirs, Executors, Administrators and Assigns and for every of them doth covenant, promise and grant, to and with the said *A. M.* and *J. B.* their Heirs, Executors, and Administrators, and every of them by these Presents, That he the said *H. C.* and all and every person and persons whomsoever, having or lawfully claiming, or to claim any Estate, Right, Title or Interest, of, in, or to the Premises, or any part or parcel thereof, by, from, or under him the said *H. C.* shall and will from time to time before the end of *Easter Term* next ensuing the Date of this present Indenture, at and upon the reasonable Request of the said *A. M.* and *J. B.* their Heirs, Executors, or Administrators, or any of them, but at the proper Costs and Charges of the said *H. C.* or his Assigns, Do, make, levy, execute acknowledge, and suffer, or cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable Act and Acts, Thing and Things Assurances and Conveyances in the Law whatsoever, as well for the corroborating, strengthening and confirming the Estate made and granted, or mentioned or intended to be made and granted unto the said *A. M.* and *J. B.* in and by the said recited Indenture, and for the making them lawful Tenants of the Freehold and Inheritance of all and singular the Premises, as for the farther, better and more perfect assuring, surety, sure making, conveying, settling establishing or confirming of all and every, or any of the said Mannor, Messuages, Lands, Tenements, &c. unto and for such and the same uses, intents, and purposes as the same Premises are herein after granted, conveyed,

Covenant to do any further act for corrol or attaining the Bargain and Sale

And making perfect Tenants of the freehold.

limited, and settled or mentioned to be granted, conveyed, limited or settled, be it by Lease and Release, Fine, Feoffment, or by all and every, or any of the said ways and means, or by any other ways or means in the Law whatsoever; As by the said *A. M.* and *J. B.* or either of them, their either of their Heirs, Executors, or Administrators, or their or any of their Counsel Learned, &c. and required.

And it is farther Covenanted, Concluded, Declared, and fully Agreed by and between all the said Parties to these Presents, for them and their Heirs; And it is their true intent and meaning, That from and immediately after such time as the said several common Recoveries shall be respectively had and perfected of the Premises as aforesaid, the said several common Recoveries, and the Execution thereof, and all father and other Assurances and Conveyances whatsoever of the said Premises, and every or any part or parcel thereof, at any time after the day of the Date hereof, had, made, levied, executed and acknowledged, or to be had, made, levied, executed and acknowledged between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed, and taken to be and enure. And that the said Recoveries in the said several common Recoveries, and their Heirs and all and every other person and persons, which at any time then after shall be, or stand seized of the said Mannor, Messuages, Lands, Tenements, Hereditaments and Premises, or of any of them, by force and virtue of the said several common Recoveries, or either of them, or of any farther or other Assurances or Conveyances which shall be made and executed of the said Premises, or any part thereof, shall so stand and be seized thereof and of every part and parcel thereof respectively, To the several and respective uses, intents and purposes, and with and under the several Limitations, Powers, Authorities, Liberties, Provisos, Conditions and Agreements hereafter in these Presents, as for and concerning the same Premises respectively declared, mentioned, limited and expressed, and to and for none other use, intent, or purpose whatsoever (that is to say) *As for and concerning the said Mannor and Lordship of J. and all and singular other the Premises whatsoever in the said County of W. To the use and behoof of the said H. C. his Heirs and Assigns for ever, and to and for none other use, intent, or purpose whatsoever.*

Uses.
Part of the
Premises to the
Husband in Fee.

Residue.

First to him
for life.

And as for and concerning all and singular the said Messuages, Rectories, Tythes, Lands, Tenements, Hereditaments, and other the Premises whatsoever in the said County of *G.* To the use and behoof of the said *H. C.* for and during the Term of his natural life, without Impeachment of, or for any manner of Waste; And from and immediately after the Determination of that Estate, To the use and behoof of the said *A. M.* and *J. B.* and their Heirs, during the life only of the said *H. C.* upon Trust for preserving the contingent uses thereof herein after limited, and for that purpose to make Entries, as there shall be occasion, but not that they shall receive the Profits thereof to their own use.

And

And from and immediately after the Decease of the said *H. C.* Then as for and concerning all that Close of Pasture-ground, called *W.* in the Parish of *T.* in the said County of *G.* and now in the Possession of *S. B.* of *T.* aforesaid, Widow, or her Assigns, being parcel of the Premises, *To the use* and behoof of the said *D. B.* for and during all the Term of her Natural life, for and in the Name of her Joynture, and in full recompence, lieu, and satisfaction of her Dower, which she may, or otherwise might claim, have, or challenge in all or any the Mannors, Lands, Tenements, or Hereditaments of the said *H. C.* her intended Husband : And also from and immediately after the decease of the said *H. C.* as for and concerning all the said Messuages, Rectory, Tithes, Lands, Tenements, Hereditaments and Premises in the said County of *G.* (other than the said Close, herein before limited) to the said *D.* for her Joynture, *To the use* and behoof of the said *A. Lord C. A. M. J. L. L. B. J. B.* and *H. M.* their Executors, Administrators and Assigns, for and during the Term of 60 years, to be accounted from the Death of the said *H. C.* and from thenceforth fully to be compleat and ended, if the said *D. B.* shall so long live. Nevertheless, upon such Trusts and Confidences, and to and for such intents and purposes, as are, or shall be mentioned, expressed, limited, or declared, concerning the said Premises, in and by one Indenture Tripartite, bearing Date, or intended to bear Date the Day of the Date hereof, and made, or mentioned to be made between the said *H. C.* of the first part, the said *D. B.* of the second part, and said *A. Lord C. A. M. J. S. L. B. J. B.* and *H. M.* of the third part: And from and immediately after the Expiration, Surrender, Ceasing, or other Determination of the said Term of 60 years, *To the use* and behoof of the said *D. B.* for and during her Natural life, for increase of her Joynture.

Then as to part thereof,

To the Wife for Joynture.

The residue except that the Joynture Lands after Husbonds decease.

To the Trustees for 60 years, from the Husbonds death if the Wife so long lives.

Upon Trust mentioned in another Deed. See Declaration of the Trust thereof, fo. 188.

Then to the Wife for increase of Joynture.

First Son of the Husband on the Body of the Wife.

And from and immediately after the Deceases of the Survivor of them the said *H. C.* and *D. B.* as to, for, and concerning all and singular the said Messuages, Rectory, Tithes, Lands, Tenements, Hereditaments and Premises in the County of *G.* *To the use* and behoof of the first Son of the said *H. C.* on the Body of the said *D.* to be begotten; and the Heirs Males of the Body of such first Son lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the second Son of the said *H. C.* on the Body of the said *D.* to be begotten, and the Heirs Males of the Body of such second Son, lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the third Son of, &c. And for default of such Issue, *To the use* and behoof of the Seventh, Eighth, Ninth, Tenth, and all other the Sons of the said *H. C.* on the Body of the said *D.* to be begotten severally and successively one after another, in order and course as they shall be in Order and Seniority of Age, and Priority of Birth, and the several Heirs-Males of their several and respective Bodies lawfully to be begotten. The Elder of the said Sons, and the Heirs-Males of his Body, being always preferred before the Younger of the said Sons, and the Heirs-Males of their Bodies. And for default of such Issue, *To the use* and behoof of the above said *A. Lord C. A. M. J. S. L. B. J. B.* and *H. M.* their

To the 10.

Then to the Trustees for 99 years.

their

Then to the
Husband in
Fee.

The 99 years
for raising
Portions for
Daughters.

their Executors, Administrators and Assigns, for and during the Term of 99 years, from thenceforth next ensuing fully to be compleat and ended, without Impeachment of Waste. *Nevertheless* upon such Trusts and Confidences as are herein after mentioned and declared concerning the same Term of years and Estate: And from and after the End, Surrender, or other determination of the said Term of 99 years; *Then to the use* and behoof of the said *H.C.* his Heirs and Assigns for ever.

And it is hereby declared, meant and agreed by and between all and every the said Parties to these Presents, and the true intent and meaning of them and every of them, and of these Presents, is, That the said Term and Estate, so as aforesaid, limited unto the said *A. Lord C. A. M. J. S. L. B. J. B.* and *H. M.* their Executors, Administrators, and Assigns, for the said Term of 99 years, is upon this special Trust and Confidence, and to the intent and purpose, That in case the said *H. C.* shall have any one, or more Daughter or Daughters begotten on the Body of the said *D. B.* which shall be living at the time of the Commencement of the said Term of 99 years, That then they the said *A. Lord C. A. M. L. J. S. L. B. J. B.* and *H. M.* or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, shall by, with, and out of the Rents, Issues, and Profits of the said Messuages, Rectory, Tithes, Lands and Premises, to them limited for the said Term of 99 years, or by Sale or Demise thereof, or of any part thereof, for all or any part of the said Term, or by all or any of the said means, or otherwise, as to them in their Discretions shall seem meet, levy and raise the sum of 4000 *l.* for the Portion or Portions of such Daughter or Daughters, to be paid in such sort, manner and form as is herein after mentioned (that is to say) *In case* there shall be one such Daughter, and no more, Then the said sum of 4000 *l.* shall be levied and raised for the Portion of such one Daughter. And if there shall be two or more such Daughters, Then the said sum of 4000 *l.* shall be levied and raised for the Portions of such two or more Daughters, to be equally divided amongst all such Daughters; Which said Portion or Portions shall be paid unto such Daughter or Daughters who shall not be born, or shall be unmarried, or under the Age of 17 years, at the time of the Commencement of the said Term of 99 years respectively, at the day or days of her or their respective Marriage or Marriages, or at her or their respective Age or Ages of 17 years. whichsoever shall first happen.

And what pro-
viso for main-
tenance.

After Portions
raised and all
charges about
the Trust.

But if she or any of them shall be Married, or shall have attained the said Age of 17 years, before the Commencement of the said Term of 99 years, Then the Portion or Portions of such Daughter or Daughters which shall be so married, or shall have attained her said Age of 17 years, before the Commencement of the said Term of 99 years shall be paid unto her or them respectively, so soon after the Commencement of the said Term of 99 years as the same can be raised.

And upon this farther Trust and Confidence also, That after the said Sum of 4000 *l.* shall be levied and raised for the Portion or Portions of such Daughter or Daughters, as aforesaid; Together with all Charges in or about the levying or raising thereof. *And*, that any Person or Persons to whom any Estate is herein before limited in Re-
mainder

mainder of the same Premises, shall pay the same within the respective time and times limited for payment thereof, That then at any time after, as also in case there shall be no such Daughter or Daughters, at the time of the Commencement of the said Term and Estate for 99 years, They the said *A. Lord C.A.M. &c.* their Executors Administrators and Assigns, shall and will, at the reasonable Request and proper Cost and Charges of such Person or Persons to whom the next and immediate Estate for the time being, of and in the Premises expectant, upon the Determination of the said Term of 99 years, shall by the true intent and meaning of these Presents, belong or appertain, surrender and yield up the said Estate and Term of years unto such Person or Persons so requiring the same.

Cr if no Daughters,

Shall surrender the Term to the Heir.

Provided always, and it is declared, concluded and fully agreed unto, by and between all and every the said Parties to these Presents, That it shall and may be lawful to and for the said *H. C.* from time to time, during his life, by any Writing or Writings under his Hand and Seal, to demise, grant, lease, limit or appoint all or any of the Messuages, Rectory, Tithes, Lands, Tenements, Hereditaments and Premises herein before mentioned in the said County of *G.* to any Person or Persons whatsoever, for the Term of 21 years, or for any Term or number of years, not exceeding 21 years in Possession; or for one, two or three Life or Lives, or any number of years determinable upon one, two or three Life or Lives in Possession; so as upon every such Lease or Leases so much yearly Rent as is now yearly reserved, yielded, or paid for the same, or more, or a proportionable part of such Rent, where only part of the Premises now letten shall be demised, shall be reserved to continue due and payable during the said several Demises and Leases. And that the said Recoveries, and other Assurances aforesaid, shall be; and the said Recoverors respectively, shall stand and be seized of the Premises so demised or leased to the several and respective uses of such Persons respectively, to whom the same shall be so leased for the Terms, by the said Leases respectively demised, and of the Reversion and Reversions thereof, during the said Leases respectively, and of the Premises themselves, after the said Leases ended, to such use and uses respectively, as the same should have been, if no such Leases had been made.

The proviso to let Leases for 21 years or three lives at the present Rent.

And the said *H. C.* for himself, his Heirs, Executors and Administrators, and for every of them, doth Covenant, Promise, and Grant, to and with the said *A. Lord C. A. M. &c.* their Executors and Administrators by these Presents, That over and besides the Messuages, Rectory, Tithes, Lands, Tenements and Hereditaments in the said County of *G.* in and by the said recited Indenture of Bargain and Sale, bearing even Date with these Presents, and by the said several Common Recoveries, or by any or either of them, settled or agreed, or intended to be settled to and upon the first and other Sons of the said *H. C.* to be begotten on the Body of the said *D. B.* as aforesaid: He the said *H. C.* shall and will either leave to descend unto, or by good and sufficient Conveyances and Assurances executed in his life time, settle upon the eldest Son and Heir of the said *H. C.* begotten on the Body of the said *D. B.* or other Heir-male of the Body of the said *H. C.* begotten on the Body of the said *D. B.* in Fee-simple, or in Tail general or special, Lands and Hereditaments of the clear yearly value

Covenant that the Husband will leave his Heir to be begotten on the Body of the Wife 500 l. per Annum after decease of himself and Wife.

lue of 500 *l. per Annum* over and above all Charges and Reprizes, (publick Taxes excepted) lying and being in 7. aforesaid. Which said Lands and Hereditaments of the yearly value of 500 *l.* as aforesaid, shall come to such Son, or other Heir Male of the Body of the said *H. C.* begotten on the Body of the said *D. B.* in Possession, either immediately after the Decease of the said *H. C.* or after the decease of the said *H. C.* and of such Woman as shall be his Wife at the time of his decease.

Covenant premises worth 1000 *l. per Annum.*

And the said *H. C.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise and Grant, to and with the said *A. Lord C. A. M. &c.* their Executors and Administrators by these Presents, That the Messuages, Rectory, Tithes, Lands, Tenements and Hereditaments herein before mentioned in the said County of *G.* now are of the clear yearly value of 1000 *l. per Annum*, over and above all Reprizes (except publick Taxes) and so shall continue for ever hereafter, notwithstanding any Act or Thing whatsoever, done, or to be done or wittingly suffered by him the said *H. C.*

Seized in Fee.

And moreover, That he the said *H. C.* at and immediately before the Sealing and Delivery of the said recited Indenture Tripartite, bearing even Date with these Presents, was lawfully, rightfully and absolutely seised of and in all and singular the Mannor, Messuages, Lands, Tenements, Hereditaments and Premises in the said Indenture comprized, of a good, pure, absolute and indefeazable Estate of Inheritance in Fee simple, without any Condition or Limitation of any Use or Uses, or other matter or thing, to determine, alter or change the same. And that he the said *H. C.* now hath, or immediately before the Sealing and Delivery of the said recited Indenture, had full Power and lawful Authority in himself, to bargain, sell, convey, settle and assure all and singular the said Mannor, Rectory, Tithes, Lands, Tenements, Hereditaments and Premises, in manner and form aforesaid.

Power to convey.

Free from Incumbrances.

And farther also, That all and singular the said Mannor, Rectory, Tithes, Lands, Tenements, Hereditaments and Premises herein before mentioned, to be by the said recited Indenture bargained and sold, and in the said several Common Recoveries, or either of them respectively, agreed to be comprized, and every part and parcel thereof, with their, &c. Appurtenances, now are, and from time to time, and at all times hereafter, shall remain, continue and be to the several uses, purposes and intents, in and by the said recited Indenture, and these Presents, mentioned and expressed, and according to the intent and true meaning of the said recited Indenture and these Presents, clear and free, and freely, clearly and absolutely acquitted, freed, exonerated and discharged, of and from all and all manner of former and other Bargains, Sales, Feoffments, Devises, Uses, Joyntures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Judgments, Statutes, Recognizances, Charges and Incumbrances whatsoever, had, made, committed or suffered by him the said *H. C.*

Further assurance.

And further also, That he the said *H. C.* and all and every other Person and Persons whatsoever, any Estate, having or lawfully claiming, of, in or to the Premises, or any part or parcel thereof, by, from or under him, shall and will from time to time, and at all times hereafter, at and upon the reasonable request of the said *A. Lord C.*

A. M.

A. M. &c. their Executors or Administrators, do make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable Act and Acts, Thing and Things, Assurances and Conveyance in the Law whatsoever, for the father, better and more perfect assuring, settling and confirming of all and singular the Premises herein before mentioned, or any part thereof, to the uses, intents and purposes herein before expressed concerning the same respectively. *Be it* by Fine or Fines, Feoffment or Feoffments, Common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or otherwise howsoever, as by the said *A. Lord C. A. M. &c.* their, or any of their Executors or Administrators, or by their or any of their Counsel learned in the Law, shall be reasonably devised, or advised and required. In witness, &c.

Bargain and Sale to make a Tenant to the Precipe. This is recited in the last mentioned Deed.

This Indenture Tripartite, made the, &c. day of, &c. Between the Honourable *H. C.* one of the Sons of the Right Honourable Lord *C.* deceased of the first part, *A. M.* of *R.* in the County of *S.* and *J. B.* of *A.* in the County of *C.* of the second part, and the Right Honourable *A. Lord C.* Baron of *H. J. S.* of *B.* in Com. O. L. B. of *B.* in dicto Com. *C.* and *H. M.* of *R.* afore said, of the third part *Witnesseth*, That the said *H. C.* for and in consideration of the sum of, &c. to him in hand paid by the said *A. M.* and *J. B.* at or before the Sealing and Delivery of this present Indenture. The Receipt whereof the said *H. C.* doth hereby acknowledge, and for divers other good Causes and Considerations, him the said *H. C.* thereunto especially moving, Hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *A. M.* and *J. B.* their Heirs, and Assigns, *All* that the Mannor and Lordship of *J.* with the Rights, Members and Appurtenances thereof in the County of *W.* And all and singular the Messuages, &c. And all those Messuages, Lands, Tenements and Hereditaments within the Township, Parish, Hamlets, Territories, Precincts or Fields of *T. S. &c.* in the County of *G. &c.* And also all that the Rectory, Parsonage and Church of *C.* with the Rights, &c. And all and singular other the Messuages, Lands, &c. And the Reversion and Reversions, Remainder, &c. *To have, &c.* the said Mannor, Lordship, Rectory, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their, &c. Appurtenances unto the said *A. M.* and *J. B.* their, &c. *To the use of them the said, &c.* *To the intent* and purpose nevertheless, That the said *A. M.* and *J. B.* or the Survivor of them, may be perfect Tenant, or Tenants, &c. And to that end and purpose it is farther concluded and agreed, by, &c. That before the end of *Easter Term* next ensuing the Date hereof, several good and perfect Common Recoveries, &c. shall be had, executed and perfected of and for, &c. And that for that end and purpose several Writs of *Entre sur disseisin en le Poit* shall be brought, &c. To which several Writs the said *A. M.* and *J. B.* shall appear *gratis* in their, &c.

*Barg: N. in Fee
for a Recovery*

Habend.

B b

And

And it is farther Covenanted, concluded, declared, and fully agreed by and between, &c. That the said several Common Recoveries so to be had and suffered, as aforesaid, and all and every other Recovery and Recoveries, &c. shall enure and be, and shall be construed, &c. And the said *A. Lord C. J. S. L. B.* and *H. M.* and their Heirs and all and every Person and Persons whatsoever, that now are, or hereafter shall be at any time seised of and in the said Mannor, &c. shall from and immediately after the passing and suffering of the said several Common Recoveries, &c. stand and be seised thereof, and of every part and parcel thereof respectively, to such uses, behoofs, intents and purposes, as are or shall be thereof mentioned, expressed, limited or declared, in and by one Indenture Quadripartite, bearing even Date with these Presents, made, or mentioned to be made between the said *H. C.* of the first part, *D. B.* Daughter and Co-heir of *R. B.* Esquire, deceased, and sole Daughter and Heir of *M. B.* Wife of the said *R. B.* of the second part, the said *A. M.* and *J. B.* of the third part, and the said *A. Lord C. J. S. L. B.* and *H. M.* of the fourth part, and to none other use, intent or purpose whatsoever. In witness, &c.

Deed that the Wife shall convey her own Lands at the Age of 21. This refers to the two last mentioned Deeds.

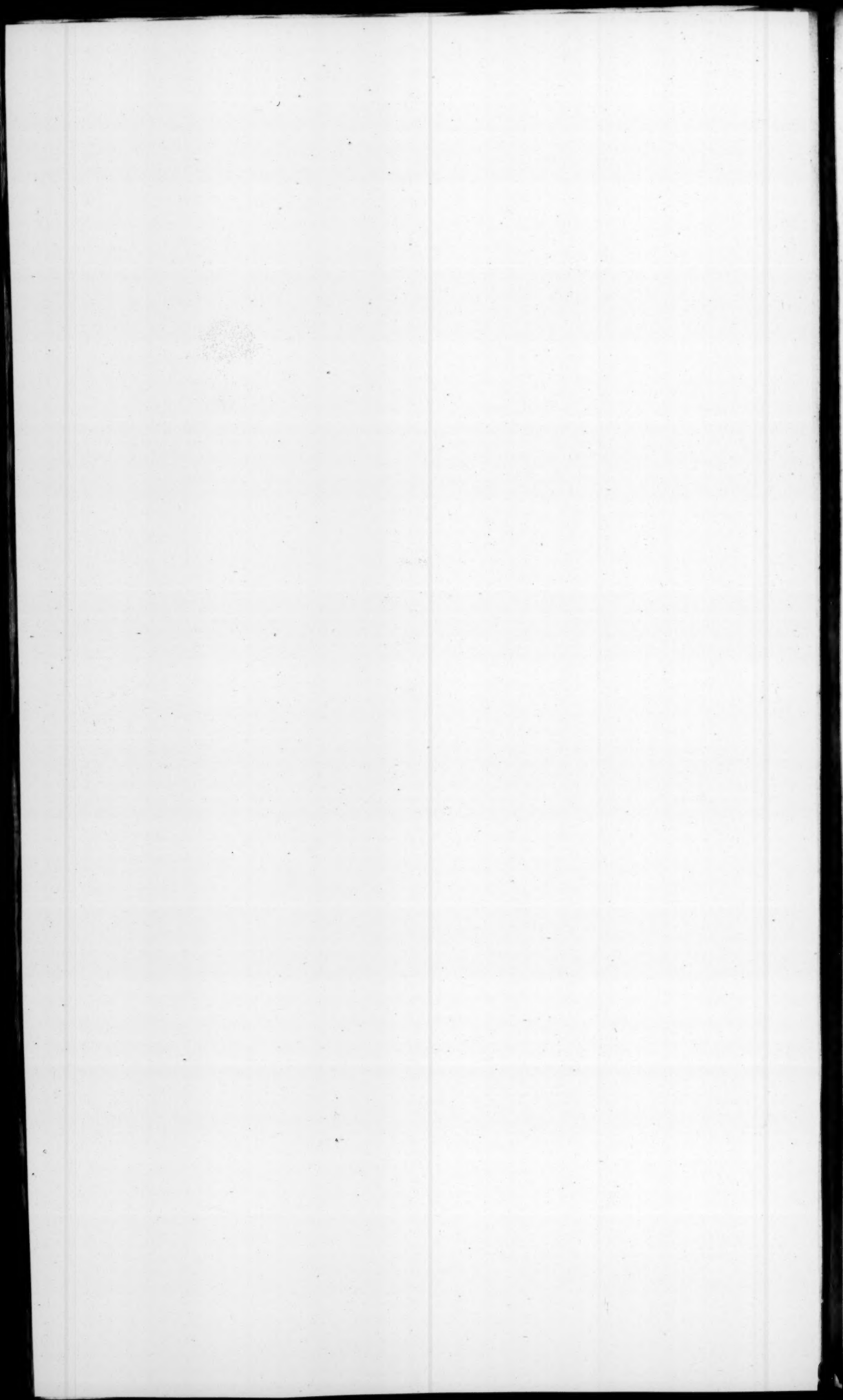
This Indenture Tripartite, made the 16th day of Febr. 1658. Between the Honourable *H. C.* Esquire, one of the Sons of the Right Honourable *A. Lord C.* deceased, of the first part, *D. B.* Daughter and Co-heir of *R. B.* deceased, and sole Daughter and Heir of *M. B.* Wife of the said *R. B.* of the second part, and the Right Honourable *A. Lord C.* Baron of *H. A. M.* of *R.* in Com. S. *J. S.* of *B.* in Com. O. *L. B.* of *B.* in Com. C. *J. B.* of *A.* in Com. C. and *H. M.* of *R.* aforesaid, of the third part. Whereas by one Indenture Tripartite, bearing even Date with these Presents, made, or mentioned to be made, between the said *H. C.* of the first part, the said *Adrian M.* and *J. B.* of the second part, and the said *A. Lord C. J. S. L. B.* and *H. M.* of the third part; And by one Indenture Quadripartite, also bearing even Date with these Presents, made, or mentioned to be made between the said *H. C.* of the first part, the said *D. B.* of the second part, the said *A. M.* and *J. B.* of the third part, and the said *A. Lord C. J. S. L. B.* and *H. M.* of the fourth part: And by Common Recovery, and other Assurances, by the said recited Indenture, or one of them, agreed to be had and suffered, *All that* the Mannor and Lordship of *J.* with the Rights, Members and Appurtenances thereof in the County of *W.* And all and singular the Messuages, &c. [Prout in the Bargain and Sale to the Grant of the Reversion.] *Are limited* to the several and respective uses, behoofs, intents and purposes, and with and under the several Limitations, Powers, Authorities, Liberties, Provisoës, Conditions and Agreements in the said Indenture Quadripartite, as for and concerning the same Premises respectively, declared, mentioned, limited and expressed: And (amongst other things) as for and concerning the said Messuages, Rectory, Tithes, Lands, Tenements, He-

Recital of the
two former
Deeds.

Here the Par-
cels must be
recited.

Recital of the
uses.

redi-



rediraments, and other the Premisses whatsoever in the said County of *G.* *To the use* and behoof of the said *H. C.* for and during the term of his Natural life, without impeachment of or for any manner of Waste. And from and immediately after the Determination of that Estate, *To the use* and behoof of the said *A. M.* and *J. B.* and their Heirs, during the life only of the said *H. C.* upon Trust, for preserving, &c. [Prout in the Settlement unto these words, *Nevertheless, &c.*] Nevertheless upon such Trusts and Confidences, and to and for such intents and purposes as are mentioned, expressed, limited or declared, concerning the same Premisses in and by these Presents, as in and by the said recited Indenture Quadripartite (Relation being thereunto had) amongst divers other things therein contained at large it doth and may appear.

And whereas it is agreed between all the said Parties to these Presents, That the said *D. B.* (she being now under the Age of 21 years) shall at any time after she shall have attained her full Age of 21 years, upon the request of the said *H. C.* his Heirs, Executors, or Administrators, settle and convey by such ways and means in the Law, as by the said *H. C.* his Heirs Executors, or Administrators, or by his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. All those her Mannors, Messuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, situate, lying and being within the City of *L.* and in the County of *K.* and within the Townships, Villages, Hamlets, Precincts, or Parishes of *T.* otherwise *T. Hall, B. &c.* and within the Parishes of *St. S.* and *St. M.* in *I.* in the County of *S.* and in *P. M. &c.* in the County of *E.* And all other her Lands and Hereditaments in *L.* and in the said Counties of *K. S.* and *E.* and every of them, to such uses as are herein after mentioned and expressed, or to the same effect, or as near the same as may be in reference to the Parties concerned in such Settlement or Conveyance who shall be living at the time of the making and executing thereof (that is to say,) *To the use* and behoof of her the said *D. B.* for and during the Term of her Natural life, without impeachment of or for any manner of waste; and from and immediately after her Decease, *To the use* and behoof of the said *H. C.* for and during the Term of his Natural life. And from and immediately after the Decease of the Survivor of them the said *H. C.* and *D. B.* *To the use* and behoof of the first Son of the said *D.* by the said *H. C.* and the Heirs Males of the Body of such first Son lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and all other the Sons of the said *D.* by the said *H. C.* severally and successively one after another, in order and course as they shall be in order and Seniority of Age and Priority of Birth, and the several Heirs Males of their several and respective Bodies. Every Elder of the said Sons, and the Heirs Males of his Body being always preferred before the younger of the said Sons, and the Heirs Males of their Bodies. And for default of such Issue, *To the use* and behoof of the said *A. Lord C. A. M. J. S. L. B.* and *H. M.* their Executors, Administrators and Assigns, for and during the Term of 99 years from thenceforth next ensuing, fully to be complete and ended, without impeachment of Waste: Upon special Trust and Confidence to

The Wife at 21 shall settle her owne Lands.

Uses of herself for Life.

Her Husband for Life.

Her first son, &c. in special Tayl.

Then to the Trustees for 99 years.

For portions
for Daughters.

With such Re-
mainders over
as she shall
think fit.

The 60 years
mentioned to.
18: determin-
able on the
Death, of D. B.
declared to be
that if the Wife
at 21 refuse to
convey, then
that Term shall
go to such Per-
sons as Husband
shall appoint,

In default of
payment to his
right Heirs.

Till such refu-
sal of the Wife
to make such
Settlement, or
if she do make
it the 60 years
shall be for her
benefit, for
augmentation
of Joynture.
Provido if Wife
joyus with Hus-
band in any o-
ther Covenant
of her Lands,
then not to be
compelled to
make this Set-
tlement.

be declared in and by such Settlement, as aforesaid, for the raising the Sum of 4000 l. of, &c. for the Portion or Portions of the said Daughter or Daughters of the said D. B. by the said H. C. to be paid in such manner and at such times, as in and by the said Quadripartite Indenture before-mentioned, the 4000 l. therein limited in like case to be raised out of the Lands and Hereditaments of the said H. C. in the said County of G. therein expressed, are limited and appointed to be raised; with such Remainders over as the said D. shall think fit to have expressed in the said Settlement.

Now this Indenture witnesseth, and it is hereby declared, meant and agreed, by and between all and every the said Parties to these Presents, and the true intent and meaning of them, and of these Presents, is, That the said Term and Estate, so as aforesaid limited unto the said A. Lord C. A. M. &c. for the said Term of 60 years (if the said D. B. shall so long live) is upon this special Trust and Confidence, and to the intent and purpose, That in case the said D. B. shall (after such time as she shall have attained her full Age of 21 years, and shall be required by the said H. C. his Executors or Administrators, to make such Settlement, as aforesaid, of her Lands and Hereditaments herein before mentioned) refuse or unnecessarily delay to convey the same Premises accordingly, That then the benefit of the said Term and Estate for 60 years, determinable by the Death of the said D. B. shall go and be applied to and for such Person or Persons as the said H. C. shall nominate and appoint in that behalf, in or by any Writing to be by him subscribed and sealed in the presence of two or more credible Witnesses. And in default of such Appointment, shall go and be applied to and for the right Heirs of him the said H. C. But nevertheless, it is hereby declared and fully agreed by and between all and every the said Parties to these Presents, That until such Refusal or unnecessary Delay by D. B. to make such Settlement as aforesaid, Or in case the said D. shall make such Settlement, or shall joyn with the said H. C. in any other Settlement of her Lands and Hereditaments aforesaid, That then the said Term and Estate for 60 years, determinable by the Death of the said D. B. as aforesaid, limited in and by the said recited Indenture Quadripartite, shall go and be applied to and for the benefit of her the said D. and for the augmentation of her Joynture and Maintenance.

Provided always, and it is farther concluded and agreed by and between all and every the said Parties to these Presents, That if the said D. B. shall joyn with the said A. C. in any other Conveyance or Assurance of her said Lands and Hereditaments, or any part thereof, That then she the said D. shall not hereby tied or compelled to make the Settlement and Assurance hereby intended, as to so much of the same Premises whereof she shall joyn with the said A. C. in any other Assurance, as aforesaid. In witness, &c.

*Articles of Agreement indented, made, concluded,
and agreed upon the—Day of—in the Year of
&c. Between R.G. second Son of Sir R. G.
late of N. C. in the County of Y. deceased,
and R. G. of L. Uncle of the said R. G. of
the one part, And the Right Honourable E.
Viscountess Dowager P. and H. S. of K. in the
said County of Y. of the other part.*

First, It is concluded and agreed by and between the said Parties to these Presents, That a Marriage shall by the Grace of God be shortly hereafter had and solemnized between the said R. G. and E. F. Daughter and Heir of C. F. deceased, by the said E. now Viscountess P. heretofore the Wife of the said C. F. if the said E. F. will thereunto consent and agree. Also it is agreed between the said Parties to these Presents, and the said E. Viscountess P. doth hereby covenant and grant to and with the said R. G. and R. G. by these Presents, That the said E. Viscountess P. shall and will, upon or before the said Marriage, pay or well and sufficiently secure to be paid unto the said R. G. the Sum of 2000 l. for the Marriage Portion of the said E. F. which it is agreed between all the said Parties to these Presents, That the said R. G. is to have and receive for and towards the payment of several Sums of Money, which by the last Will and Testament of the said Sir R. G. he the said R. G. is appointed to pay, being hereby charged upon several Mannors and Lands formerly settled upon the said Sir Richard G. by the said Sir R. G. his Father, with Power for him the said Sir R. to charge the same, And afterwards by the said last Will and Testament of the said Sir R. devised to the said R. G. for a Term of years, for raising certain Sums of Money thereby bequeathed.

Articles of Agreement before Marriage.

Wifes Mother Covenants to pay the Portion.

The Uncle shall have it to discharge several sums charged by Husbands Father upon his Estate whereof he had limited a Term to the Uncle for raising such sums.

And it is also agreed between the said Parties to these Presents, That the said R. G. in consideration of the said 2000 l. shall and will surrender unto the said Rich. G. all the Term and Interest of, and in the said Mannors and Lands to him the said R. G. given and devised by the last said Will and Testament of the said Sir R. G. whereby to put the said R. G. into the immediate possession of the said Mannors and Lands.

Uncle in consideration of the Portion will surrender the Lands to his Nephew the Husband Who will make a joynture thereof either before or within 3 days after the Marriage.

Also it is agreed by and between all the said Parties to these Presents, That in consideration of the said Marriage and Portion the said R. G. shall and will, either before the said Marriage, or within three days after the said Marriage, well and sufficiently limit and settle Lands and Tenements of the yearly value of 300 l. lying and being in N. C. and in B. in the Parish of R. in the said County of T. or one of them. unto, for, or upon the said E. F. for her life for her Joynture; And that the same shall be in Lieu and Recompence of her Dower, in all the Mannors, Lands and Tenements of the said R. G.

Recital of power to make a Lease for 8 years, of other Lands for raising moneys.

Also whereas by one Indenture bearing Date the—day of, &c. made or mentioned to be made between the said Sir R. G. of the one part, and Sir J. L. of L. in the County of W. the said R. G. J. B. of H. in the Parish of P. in the said County of T. and C. G. of N. C. aforesaid, Yeoman, of the other part, the said R. G. hath such Power as is therein expressed for the better raising of Moneys, either for payment of Debts, or younger Childrens Portions, or for any other Causes or Considerations him moving, to demise, grant, assign and set over, by any Lease or Leases in Writing under his Hand and Seal, all and every, or any of the Mannors, Lands, and Premises in the said Indenture mentioned lying in C. and S. R. and certain other places in the said Indenture mentioned, whereof he shall be so seized and possessed as is therein mentioned, (Except as in the said Indenture is excepted) unto any other person or persons, for and during the Term of eight years, or for any shorter Term to commence and begin from the making of such Lease or Leases in Possession, and not in Reversion, as in and by the said Indenture more plainly appeareth.

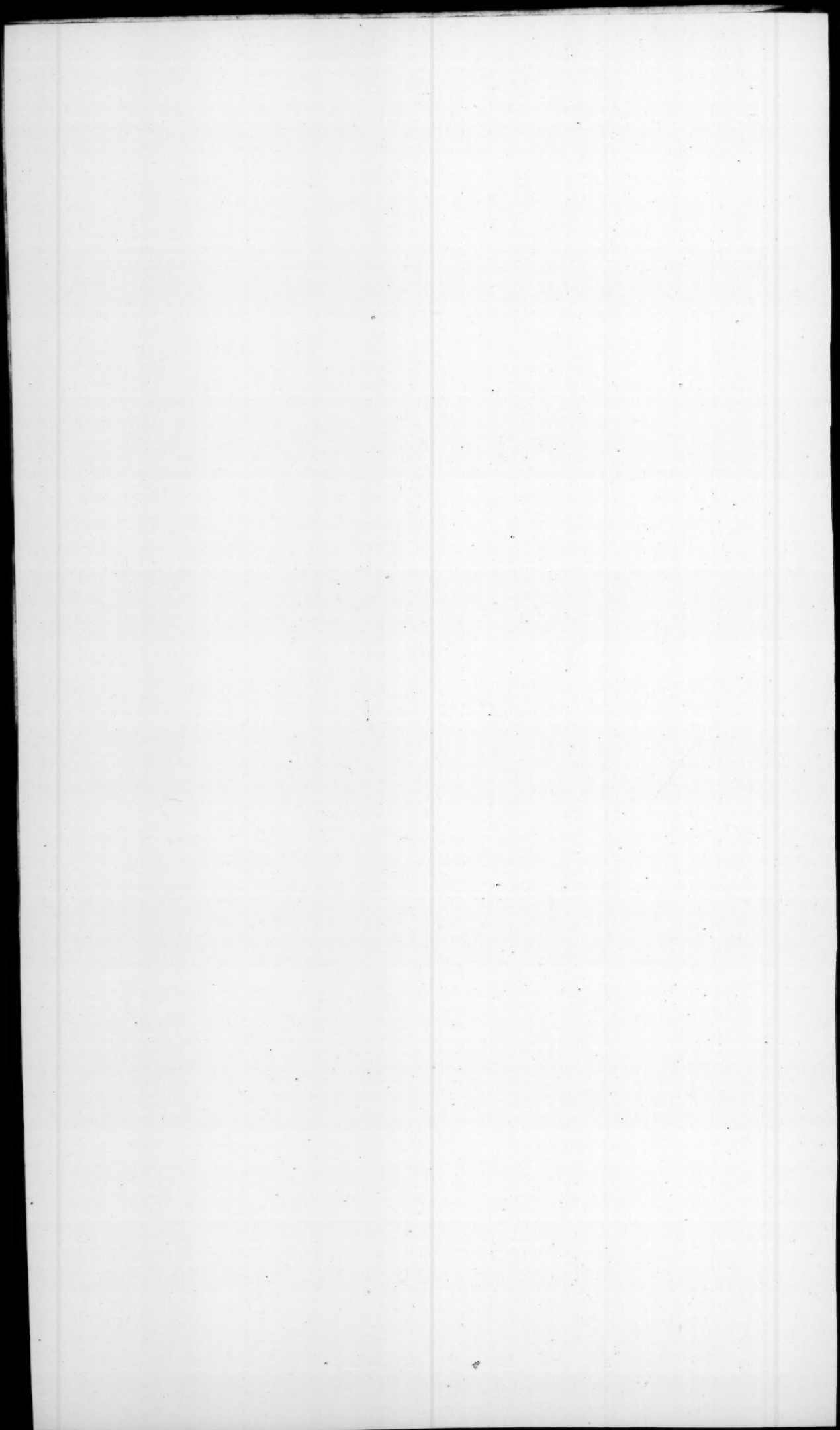
Covenant to make a Lease in writing for 8 years. See the Lease 196.

Now it is hereby concluded and agreed, by and between the said Parties to these Presents, And the said R. G. doth hereby covenant and grant, to and with the said E. Viscount P. That he the said R. G. shall and will, within the space of three Months next ensuing the date hereof, make a good and sufficient Lease in Writing, under his Hand and Seal, unto the said E. Viscountess P. H. S. and R. G. according to the Power in that behalf in and by the said Indenture bearing Date the said—day of, &c. in the said Year of, &c. to him the said R. G. limited or given, Of all that the Mannor or Lordship of C. and S. R. in the said County of T. with all and every the Rights, Members, and Appurtenances thereunto belonging, And all and every the Messuages, Houses, Buildings, Lands, Tenements and Hereditaments whatsoever, late of the said Sir R. G. Deceased, in C. and S. R. aforesaid, or in either of them, with their and every of their Appurtenances, To have and to hold the same unto the said E. Viscountess P. H. S. and R. G. their Executors, Administrators, and Assigns, from the making of the said Lease, for and during the Term of Eight years fully to be compleat and ended.

And to continue the same by surrendring it up, and making it a new one every year.

And it is hereby farther concluded and agreed by and between all the said Parties to these Presents, That within the space of one year next after the making of the said Lease for eight years (in case the said R. G. and the said E. F. his now intended Wife, shall be both living, Or that the said R. G. and any Children which he shall have by the said E. shall be living) the said Lease for eight years, shall be surrendred and given up unto the said R. G. thereby to enable to make another new Lease for eight years, as is herein after mentioned: And that with all speed after the said Surrender, he the said R. G. shall and will make, seal and deliver unto the said E. Viscountess P. H. S. and R. G. or to the Survivors or Survivor of them, Or in case they be all dead, then to some other fit persons to be named by the said E. F. (if she be living) a new Lease of all and singular the said Mannor, Lands and Premises, for the like Term of eight years from the making of such new Lease, which new Lease shall be made of the same Mannor, Lands, and Premises, and in such sort, manner, and form in all things, *mutatis mutandis*, as the said Lease which shall be so surrendred, And so from

Quere if an actual Entry be not requisite after such Surrender, If not necessary, yet it is safe to make such Entry.



from time to time, during all the time of the natural life of the said *R. G.* together with any Issue of his Body by the said *E. F.* once at least in every year the Lease in being of the Mannor, Lands, and Premises, shall be surrendered, and a New Lease made for eight years from the making thereof, according to the Power in such behalf, in and by the said Indenture bearing Date, &c. to him the said *R. G.* limited or given, So as that at the time of the Death of the said *R. G.* whensoever it shall happen, if he have any Issue living by the said *E.* or that she happen to be enfeint of a Child by him at the time of his Death, there may be a Lease of the said Mannor, Lands, and Premises, for more than the Term of Seven years to come and unexpired at the time of his Death, every one of which Leases from time to time to be made, shall be made to the same persons as the former (if they be living) or else to some other fit person to be named by the said *E. F.* (if she be living) and shall be made in such sort, manner, and form, as the old Lease surrendered was made, *mutatis mutandis.*

And it is hereby declared, concluded and agreed by and between all the said Parties to these Presents, That the said Lease for eight years, so to be made within three Months after the Date thereof and all other the said new Leases, which shall be from time to time made, according to the Agreement herein before expressed shall be, and shall be construed, expounded, and taken to be upon this special Trust and Confidence, and to the intent and purpose, That they the said *E. Viscountess P. H. S.* and *R. G.* or other Lessees in the said new Lease or Leases to be named, their Executors, Administrators, and Assigns, shall and will, from time to time, permit and suffer the said *R. G.* during his natural life, to receive and take all the Rents and Profits of the said Mannor, Lands, and Premises.

Lessee to permit Husband to enjoy for his Life.

And that after his Decease, in Case the said *R. G.* shall leave any Daughter or Daughters, or younger Son or Sons, by the said *E. F.* Or that at the time of the Decease of the said *R. G.* she the said *E.* shall be enfeint of any Daughter or younger Son by him, Then they the said *E. Viscountess P. H. S.* and *R. G.* or the said other Lessees, in any such Lease to be named, their Executors, Administrators, and Assigns, shall employ all the Rents and Profits of the said Mannor, Lands, and Premises, for the benefit of such Daughter or Daughters, and younger Son or Sons of the said *R. G.* by the said *E. F.* and for raising of Portions for them, the same to be shared and divided amongst such Daughter or Daughters, and younger Son or Sons, in such Shares and Proportions as the said *R. G.* in his life time, by any Deed or Writing, under his Hand and Seal, to be by him Subscribed and Sealed in the Presence of two or more credible Witnesses, or by his last Will and Testament in Writing shall direct and appoint.

Afterwards to be for the benefit of Daughters and younger Sons.

In such share as their Father shall appoint.

And in Default of such Direction and Appointment, the same shall be equally divided amongst all such Daughter and Daughters, younger Son and Sons, share and share like; Or if there be but one, shall be paid to that one, be it a Daughter

In default of payments to them share like. If but one, to that one entirely.

or

or younger Son, And if there be no younger Son or Daughter, and one only Son, Or that the said *E.* be enfeint of a Son at the time of the Decease of the said *R. G.* to be paid to such Son.

If no Child
then to such
person to whom
the Inheritance
shall belong.

And upon this farther Trust, That if it shall so happen that the said *R. G.* at the time of his Decease, shall leave no Issue living, begotten on the Body of the said *E.* Nor shall have any Daughter or Son by the said *E.* born after his Decease, That then and in such Case they the said *E. Viscountess P. H. S.* and *R. G.* or such other Lessees as aforesaid, their Executors and Administrators, shall at any time hereafter the Decease of the said *R. G.* and no possibility of any such Daughter or Son to be born at and upon the reasonable request and proper Costs and Charges of such person or persons, to whom the immediate Estate of Inheritance or Freehold of and in the Premises, expectant upon the Determination of the said Term of eight years, shall by the true intent and meaning of the said Indenture, bearing date, &c. belong or appertain, surrender and yield up the said Estate and Term of years unto such person or persons so requiring the same.

Moneys owing
on two
Bonds to the
Ladys Father,

Also whereas *T.* late Viscount *S.* Deceased, did heretofore become bounden unto Sir *W. S. Kt.* Deceased, late Father of the said *E. Viscount P.* in the Sum of 1000 *l.* by Obligation bearing Date, &c. with Condition for the Payment of 520 *l.* unto the said Sir *W. S.* his Executors, or Administrators, on, &c.

And wher as the said *T. Viscount S.* and one *E. S.* did also become bounden unto the said Sir *W. S.* in the like Sum of 1000 *l.* by another Obligation bearing Date, &c. with Condition for payment of another 520 *l.* unto the said Sir *W. S.* his Executors or Administrators, upon, &c. as by the said several Obligations and Conditions thereof may appear.

And whereas the said two several Principal Sums of 500 *l.* which were lent upon the said two several Bonds, or any part thereof, have not been paid either to the said Sir *W. S.* in his life time, or to his Executors since his Decease, but remain hitherto wholly unpaid; Neither hath there been any Interest paid for the same since the year of our Lord, &c.

Who assigned
the same in
trust for her.

And whereas the said Sir *W. S.* by his Deed intended, Dated, &c. did (amongst other things) grant, assign, and set over unto Sir *S. M.* and *A. B.* their Executors, Administrators, and Assigns, in Trust for the said *E. Visc. P.* his Daughter, the said two several Obligations or Writings Obligatory, and all and every Sum and Sums of Money whatsoever owing, due, and payable to the said Sir *W. S.* in or by the said Obligations or Conditions thereof, or by the intent and true meaning thereof, And did thereby give Power and Authority unto the said Sir *S. M.* and *A. R.* their Executors and Assigns, to sue for and recover the Debts due upon the said Obligations, with Covenants not to revoke the said Power, and that he and his Executors and Administrators, should give farther Power for the recovering the said Money, as by the said Indenture may appear.

And whereas afterwards the said Sir *W. S.* made his last Will and Testament in Writing, and thereof made the said *H. S.* his Son, and others, Executors, and after died, whereby although the said Debts be in Law due unto, and are to be recovered by or in the names of the said Executors, yet in Equity, and according to the true intent and meaning of the said Sir *W. S.* the said *E. Visc. P.* is to have the Money

Money due upon the said Bonds, when it shall be recovered.

Now it is hereby concluded and agreed by and between all the said Parties to these Presents, That such means and course shall be had, used, and taken at the Costs and Charges of the said R. G. his Executors or Administrators, for the Recovery of the said Debts due upon the said several Obligations, as by the Counsel of the said R. G. his Executors or Administrators, shall be advised; And that whensoever the said Debts, or any part thereof, shall be recovered or obtained, the said R. G. his Executors or Administrators, shall in the first place be paid and satisfied out of the same, all manner of Costs, Charges and Expences whatsoever, which he or they shall have expended in or about the Recovery thereof; And that the residue of the Money so to be recovered, shall be disposed of, and bestowed either in the purchase of Lands or Leases, or else put forth at Interest, upon Security to be taken for the same, in the names of the said E. Viscountess P. H. S. and R. G. or the Name or Names of the Survivors or Survivor of them upon such special Trust and Confidence for the said R. G. and his Daughters and younger Sons by the said E. F. As that the said R. G. may have the whole profit and proceed thereof during his life, And that after his Decease, all the Principal Money, or the Lands or Leases which shall be therewith purchased, shall go unto all his Daughters and younger Sons by the said E. F. in such Shares and Proportions as he the said R. G. by any Writing or Writings, under his Hand and Seal, to be Subscribed and Sealed by him, in the presence of two or more credible Witnesses, or by his last Will and Testament in Writing shall direct and appoint, And in default of such Direction and Appointment, then equally amongst all the Daughters and younger Sons of the said R. G. by the said E. F. Or if there be but one, then to that one, be it a Daughter or younger Son; And that in default of such Daughter or Daughters and younger Sons or Son of the said R. G. by the said E. F. the same to the eldest Son of the said R. G. by the said E. F. or whereof the said E shall be enfeint at the time of the said Decease of the said R. G. And in default of such Son, to the said R. G. his Heirs, Executors, or Administrators.

The Money to be called in and either laid out on a Purchase or put out at Interest in trust for Husband for Life as to the Interest or profit of purchased Lands

And afterwards the Principal Money or premises purchased therewith to younger Sons and Daughters in such shares as he shall direct; in default of Direction among them equally.

If but one, to that, if no Daughter nor younger Son, then to elder Son, or such whereof she shall be enfeint at Husbands Death.

When this Money received Husband will settle increase of Joynture.

Also it is hereby farther concluded and agreed by and between the said Parties to these Presents, And the said R. G. doth covenant, grant and agree to and with the said E. Viscountess P. and H. S. their Executors and Administrators, by these Presents, That within one Month next after such time as the said several Debts due upon the said several Obligations, or any part or parts thereof, amounting to 1000 l. or more, or any satisfaction for the same, to the value of 1000 l. or more, shall be recovered or had, and that the same be disposed of, bestowed, or put forth at Interest in such sort as is herein before expressed, He the said R. G. shall and will well and sufficiently settle and assure unto, or upon the said E. F. (if she be then living) for her life, for increase of her Jointure, other Lands and Tenements of a good Title, free from Incumbrances, of the clear yearly value of 1000 l. by the year, over and beside the said Lands and Tenements of the yearly value of 300 l. herein before agreed to be settled for Joynture. In witness, &c.

Surrender of Tenants to enable the Lord to make a Joynture and Provision for Children.

Recital of the
Tenants Te-
nures.

And the Lords
interest in Re-
version.

This Indenture made, &c. Between J. S. of C. in the County of T. J. K. K. H. L. M. &c. all of N.C. in the said County of T. and M. R. and A. W. of N.C. aforesaid, Widows, of the one part, And R. G. second Son of Sir R. G. &c. deceased, and R. G. of L. of the other part. *Whereas* the said J. S. J. K. R. H. M. L. &c. do every of them now severally hold and enjoy divers and sundry Messuages, Lands, Tenements, and Hereditaments, in their several and respective Tenures and Occupations, situate and being in C. & N. C. aforesaid, or in one of them, in the said County of T. for divers several particular Terms & Estates for years, the immediate Reversion whereof is expectant unto the said R. G. for his life, with Remainder to his Sons successively in tail, by force and virtue of a Conveyance thereof made by the said Sir R. G. in his life time, by Indenture of Feoffment bearing Date, &c. By which Indenture the said R. G. hath a Power given unto him, That at any time after his lawful Entry unto, and being in possession of the said Premises or any part thereof, by virtue of the uses thereby limited, he may assure, limit, or appoint by any Deed or Writing, under his Hand and Seal, such part or parcels of the said Premises, whereof he shall be then seized and possessed by virtue of the said Indenture, not exceeding such a proportion as is therein mentioned, unto, or for every or any such Wife as he shall marry, for the Joynture of such Wife, for and during her natural life; And another Power, That at any time after his lawful Entry unto, and being in possession of the Premises in C. and other places in the said Indenture mentioned, or any part thereof, he may for the better raising of Moneys for purposes as in the said Indenture is mentioned, demise, grant, Assign, and set over by any Lease or Leases in Writing under his Hand and Seal, all and every, or any of the said last mentioned Premises in C. and the said other places there named, whereof he shall be then so seized and possessed as aforesaid (such part and parcels thereof as shall be then limited for any such Joynture as aforesaid excepted) unto any other person or persons, for and during such Term of years as is herein mentioned, and in such sort as is therein mentioned,

Tenants in
possession.

And *whereas* as some doubt or question may be made, whether according to the penning and strict words of the said several Powers the said R. G. can lawfully execute the same Powers by making a Joynture for a Wife, or provision for such younger Children as he shall or may have by such Wife, in respect that they the said J. S. J. K. R. H. M. L. &c. have now the immediate possession of several parts of the said Lands and Premises, by virtue of their said several Terms and Estate for years as aforesaid; *And whereas* the said J. S. J. K. R. H. M. L. &c. are all willing and contented to do any reasonable Act for the removing such Doubt or Scruple as aforesaid, And for better enabling the said R. G. to execute the said several Powers, so as they be not hurt or prejudiced thereby, but may severally enjoy their several Tenements and Farms, according to their several Leases and Estates, they now have therein.

Now

Now this Indenture witnesseth, That the said *J. S. J. K. R. H. M. L. &c.* in Consideration of the Covenants herein after contained on the part and behalf the said *R. G.* to be performed and kept, Have every of them severally and respectively granted, surrender'd, and given up, And by these Presents do every of them grant, alien, surrender and give up unto the said *R. G.* *All and every* the Messuages, Lands, Tenements, Hereditaments, and Premises whatsoever, in their, every or any of their several and respective Tenures and Occupations in *C. and N. C.* aforesaid, or either of them, whereof or wherein the said *R. G.* hath any Estate of Freehold as aforesaid, And all the Estate, Right, Title, Interest, Possession, Claim and Demand whatsoever of them the said *J. S. J. K. R. H. M. L. &c.* and every of them severally and respectively, or otherwise, of, in and to the Premises, and every or any part or parts thereof, *To have and to hold* the said Messuages, Lands, Tenements, and Premises, unto the said *B. G.* and his Assigns, for ever.

Surrender.

Habend.
Covenant to
grant them
new Leases.

And the said *R. G.* joyntly and severally for themselves, their Heirs, Executors, and Administrators do covenant, promise and grant, to and with the said *J. S. J. K. R. H. M. L. &c.* and every of them, joyntly and severally, and to and with their, and every of their Executors and Administrators by these Presents, That the said *R. G.* or such other person or persons as shall have good and sufficient Power and Authority in that behalf, shall and will at his or their own proper Costs and Charges, at any time or times during the respective residue of the several years in the said several Leases thereby surrender'd, mentioned to be granted, respectively, not yet by effluxion of Time expired, upon the request of them the said *J. S. J. K. R. H. M. L. &c.* or any of them severally and respectively, make and execute unto every of them severally and respectively, a good and sufficient Lease by Indenture of all the same Tenements and Premises whereof they respectively are now possessed as aforesaid, for all such time and number of years as they respectively then should or ought to have held the same in Case these Presents had never been made, by force or virtue of any Lease or Estate hereby surrendered at and under the same yearly Rents and Reservations, and with and under the same Covenants and Agreements (*mutatis mutandis*) as are contained in the Leases which they respectively have or had therein before the Surrender hereby made, they respectively Sealing and Executing Counterparts of the same new Leases.

And that in the mean time, until such new Leases made and executed as aforesaid, they the said *J. S. J. K. R. H. M. L. &c.* severally and respectively, and their respective Assigns, shall and may quietly and peaceably, have, hold and occupy, possess and enjoy, All and singular the said Messuages, Lands, Tenements and Hereditaments now in their several and respective Tenures and Occupations, and receive and take the Profits thereof, and convert the same to their own respective uses, during the residue of the said respective years in the said former Leases mentioned, not yet by effluxion of time expired, without any manner of lett, trouble, interruption, or denial of the said *R. G.* or of any other person or persons claiming, or to claim from, by or under him, or under the said Sir *R. G.* deceased.

And that they
shall quietly
enjoy in the
mean time.

And farther also, That they the said *R. G.* and *R. G.* shall and will from time to time, and at all times hereafter, save, keep harmless, lossless and indemnified, them the said *J. S. J. K. R. H. M. L. &c.*

Covenant to
indemnify
them in respect
of any great
loss by reason
hereof.

and every of them, their and every of their Executors, and Administrators, or otherwise sufficiently recompence them for, or in respect of any loss or damage to be had or sustained by reason of the making hereof. In witness, &c.

Lease for Eight years: This relates to the two last mentioned Conveyances.

This Indenture made, &c. Between R. G. second Son of, &c. of the one part, and the Right Honourable E. Viscountess Dowager P. H. S. of K. in Com. Y. and R. G. of L. &c. of the other part Witnesseth, That the said R. G. for divers good Causes and Considerations him moving, according to the Power to him given in and by one Indenture bearing Date, &c. made or mentioned, &c. between the said Sir R. G. of the one part, and Sir J. L. of L. in Com. W. and C. G. of, &c. of the other part, and by virtue thereof, and of all and every other Power and Powers and Authorities, which to him the said R. G. doth or may in any wise belong or appertain, having made his lawful Entry into, and being possessed of all and singular the Mannors, Lands, and Tenements herein after mentioned, Doth by this present Lease in writing, under his Hand and Seal, demise, grant, assign, and set over unto the said E. Viscountess P. H. S. and R. G. All that the Mannor or Lordship of C. in the said County of T. with all and every the Rights, Members, and Appurtenances therunto belonging; And all and every the Messuages, Houses, Buildings, Lands, Tenements, and Hereditaments whatsoever, late of the said Sir R. G. deceased in C. &c. aforesaid, or either of them, with their and every of their Appurtenances, *To have* and to hold the said Mannor or Lordship, and all and singular other the Premises hereby demised, or, &c. with their, &c. Appurtenances, unto the said E. Viscountess P. H. S. and R. G. their Executors, Administrators, and Assigns, from the making of this present Lease, for and during the Term of Eight years fully to be compleat and ended, upon such special Trusts, and to and for such intents and purposes; as in and by certain *Articles indented* bearing Date the, &c. now last past before the Date to these Presents made, or, &c. between the said R. G. and R. G. of the one part, and the said E. Viscountess P. &c. of the other part, is expressed and declared. And he the said R. G. for himself, his Heirs, Executors, and Administrators, doth covenant, promise, and grant, to and with the said E. Visc. P. &c. their Executors, Administrators, and Assigns, by these Presents, That he the said R. G. now at the time of the Sealing and Delivery hereof, hath full Power and Authority in himself to demise, grant, assign, and set over all and singular the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises, hereby granted, assigned, and set over, or herein before-mentioned to be, &c. with their, &c. Appurtenances, unto them the said E. Visc. P. H. S. and R. G. their Executors, Administrators, and Assigns, for the Term aforesaid, and in manner and form aforesaid. In witness, &c.

Habend.

Covenant
power to demise

A Joynture after Marriage. This has Reference to the Three Last.

TO all Christian People to whom this present Writing shal come,
R. G. Esquire, second Son, &c. Knight and Baronet, deceased,
 sendeth Greeting. Know ye, That for and in Consideration of a Mar-
 riage already had and solemnized between him the said *R. G.* and *E.*
G. his now Wife, Daughter and Heir of *C. F.* deceased, and of the
 Sum of 2000 *l.* of, &c. paid by the Right Honourable *E.* Viscountess
P. Mother of the said *E. G.* for the Portion of the said *E.* And of
 such farther Advantage and Fortune as will accrue to the said *R. G.*
 by the said Marriage. He the said *R. G.* according to the Power to
 him given, in and by one Indenture bearing Date, &c. made, or men-
 tioned to be made between the said Sir *R. G.* of the one part, and Sir
J. L. of *L.* in Com. *W. &c.* and *C. G.* of *L.* of the other part, and by
 virtue thereof, and of all and every other Power and Powers, and
 Authorities, which to him the said *R. G.* doth or may in any wise be-
 long or appertain, having made his lawful Entry into, and being in a
 Possession of the Lands, Tenements, and Hereditaments herein after-
 mentioned by virtue of the uses by the said Indenture limited, *Doth*
 by this present Deed or Writing, under his Hand and Seal, limit and
 appoint all those several Closes, Inclosures, and parcels of Meadow and
 Pasture-ground, lying and being in *N.* in the Parish of *R.* in the said
 County of *T.* herein after-mentioned (that is to say) One Close, &c.
 containing, &c. one other Close, &c. containing, &c. All which said
 Closes, Inclosures, and parcels of Meadow and Pasture-ground, are
 now in the occupation of *T. W.* his Assigns or Under-Tenants, at and
 under the yearly Rent of, &c. or near thereabouts, butting and bound-
 ing on the East to *R.* Park, on the West to the High-street leading to
R. on the South to *N.* on the North to the Lands of, &c. being all
 parcel of the Lands, Tenements and Hereditaments, in and by the said
 Indenture granted and conveyed, and not exceeding one full Moiety,
 or half part of so much thereof, whereof he the said *R. G.* is seised and
 possessed, by virtue of the said Indenture, unto and for the said *E. G.*
 now the Wife of him the said *R. G.* for her Joynture; To have and to
 hold the said Lands, Tenements, Hereditaments and Premisses hereby
 limited and appointed, as aforesaid, unto her the said *E. G.* from hence-
 forth had for and during the Natural life of her the said *E.* for her
 Joynture, and in lieu and satisfaction of her Dower in all the Mannors,
 Lands, Tenements and Hereditaments of the said *R. G.* In witness, &c.

This is in pur-
 suance of the
 Covenant in
 the Articles
 fo. 233 of the
 uncorrected
 pages.

These must be
 examined with
 the Paper given
 in for the Joynture,

A Mortgage with a release of an Annuity.

He that has
the Annuity
and his Brother
first part his
Trustees second
part Mortgagee
third part.

Recital of a
Settlement
whereby 100 l.
per Annum is
settled to one
for life Issuing
out of Lands
conveyed in
Trust.

The Trustees
and he that
has the Annuity
and his Brother
joyn in a
Mortgage of
the Lands.

Exception of
the Wood.

This Indenture Tripartite, made the &c. day of &c. Between Sir *H. L.* of *F.* in the County of *W.* Baronet, *C. L.* Esquire, one of the Brothers of the said Sir *H. L.* of the first part, *J. T.* Esquire, Son and Heir apparent of Sir *R. T.* Lord Viscount *T. S. T.* of *S.* in the said County of *W.* Esquire, and *W. M.* of *A.* in the said County of *W.* Esquire, of the second part, and the Lady *M. L.* one of the Daughters of the Right Honourable *F.* Lord *D.* Earl of *S.* deceased, of the third part. *Whereas* Sir *T. L.* Knight and Baronet, deceased, late Father of the said Sir *H. L.* and *C. L.* *Did* by his Indenture bearing Date, &c. grant and convey to the said *J. T. S. T.* and *W. M.* their Heirs and Assigns, *All* those his Lordships or Mannors of *A. H. &c.* in the Counties of *W.* and *S.* and divers other Lands and Hereditaments in the said Indenture mentioned *upon Trust* (amongst other things) That they the said *J. T. S. T.* and *W. M.* and their Heirs, should pay unto the said *C. L.* during his Natural life, at and from his Age of 19 years, the yearly Rent or Annuity of 100 l. *per Annum*, out of the Rents, Issues and Profits of the said Lordships, Mannors, Lands and Premises, as in and by the said Indenture (relation, &c.) may more, &c. appear.

And *whereas* the said *C. L.* having divers years since attained his Age of 19 years, hath desire, That the said Rent or Annuity might be sold, and the Money by him employed as he should think to be most for his advantage; to which the said *J. T. S. T.* and *W. M.* and also the said Sir *H. L.* have agreed, and the said Lady *M. L.* (at the request of the said *J. T. S. T.* and *W. M.* and of the said Sir *H. L.* and *C. L.*) hath condescended to lend the Sum of 800 l. upon the Security herein after-mentioned.

Now this Indenture witnesseth, That for and in consideration of the said sum of 800 l. to the said *L. C.* in hand paid by the said Lady *M. L.* at and before the Sealing and Delivery of this present Indenture, by the appointment of the said *J. T. S. T. W. M.* Sir *H. L.* the Receipt and Payment whereof accordingly, the said Sir *H. L. C. L. J. T. S. T.* and *W. M.* do hereby acknowledge; and thereof and of every part and parcel thereof, do clearly and absolutely acquit, exonerate and discharge the said Lady *M. L.* her Executors and Administrators, forenamed by these Presents; *They the said Sir H. L. and C. L. and also they the said J. T. S. T. and W. M.* (by the consent and appointment of the said Sir *H. L.* and *C. L.* testified by their being Parties to these Presents) have demised, granted, bargained and sold, and by these Presents do demise, grant, bargain and sell unto the said Lady *M. L.* her Executors, Administrators, and Assigns, *All* that the Mannor or Lordship of *C.* with the Rights, Members and Appurtenances thereof in the said County of *W.* and all and singular the Messuages, Lands, Tenements and Hereditaments whatsoever, of the said Sir *H. L. C. L. J. T. S. T.* and *W. M.* and every or any of them in *C.* aforesaid. And all those six Meadows in *H.* in the said County of *W.* now or late in the occupation of the said Sir *H. L.* or his Assigns, and usually rented at 22 l. *per Annum*, (Saving and except out of these Presents, all the

the Woods and Underwoods in or upon the Premises in *H.* aforesaid, with free liberty of ingress egress and regress, to and for the said Sir *H.L.* his Heirs and Assigns, and his and their Servants and Workmen, to fell, cut down, square and carry away the same at seasonable times.)

And the said Sir *H.L.* *Ch. L.* *J.T.* *S.T.* and *W.M.* do farther by these Presents (for the Consideration aforesaid) demise, grant, bargain and sell unto the said Lady *M.L.* her Executors, Administrators and Assigns, All those Closes and parcels of Land, commonly called or known by the several Names of the *W &c.* And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, hereby demised, or mentioned to be demised, and of every part and parcel thereof, and all Rents, Services and Profits thereunto incident and belonging. To have and to hold the said Mannor, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever, hereby demised, or, &c. with their, &c. Appurtenances (except before excepted) unto the said Lady *M.L.* her Executors, Administrators and Assigns, from the Day next before the Day of the Date hereof, for and during the full Term of Five hundred years from thenceforth next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of Waste.

Other Lands.

Habend.
For 500 years.

And the Red-
dend..

Provided always, and upon this Condition nevertheless, That if the said Sir *H.L.* *J.T.* *S.T.* and *W.M.* or any of them, their or any of their Heirs, Executors, Administrators or Assigns, do, and shall well and truly pay, or cause to be paid unto the said Lady *M.L.* her Executors, Administrators or Assigns, the sum of 824 *l.* of lawful, &c. At or in, &c. on the, &c. day of, &c. without farther delay, and without any defalcation, deduction or abatement of any thing, for or in respect of any Taxes, Assessments, Charges, or other matter or thing whatsoever, ordinary or extraordinary, That then, and from thenceforth, this present Indenture, and the Demise, Grant, Bargain, Sale, Estate and Term of years, hereby made and granted, or mentioned to be made or granted, shall cease, determine, and become, and be void, frustrate, and of none effect, to all intents and purposes; any thing herein before contained to the contrary thereof notwithstanding.

Proviso for pay-
ment 824
Pounds.

And the said Sir *H.L.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise and Grant, to and with the said Lady *M.L.* her Executors, Administrator and Assigns, by these Presents. That he the said Sir *H.L.* his Heirs, Executors, or Administrators, or the said *J.T.* *S.T.* and *W.M.* or some of them, their, or some of their Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said Lady *M.L.* her Executors, Administrators or Assigns, the said sum of 824 *l.* at or in, &c. the said, &c. Day of, &c. without farther delay, and without any defalcation, deduction or abatement of any thing, for or in respect of any Taxes, Assessment, Charges, or other matter or thing whatsoever, ordinary or extraordinary.

Covenant to
pay the Money
at the day.

And farther, the said *H.L.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise and Grant, to and with the said Lady *M.L.* her Executors, Administrators and Assigns, by these Presents, That the said Sir *H.L.*

Covenant seized in Fee,

C.L.

Power to devise. *C. L. J. T. S. T. and W. M.* or some or one of them, now at the time of the Sealing and Delivery of this present Indenture, are, or is lawfully, rightfully and absolutely seised, &c. And that they, or some one of them, now have, or hath good right, lawful and absolute Power and Authority in themselves, in some or one of them, to demise, &c. And that in case any default shall be made of or in payment of the said sum of 824 Pounds, or any part thereof, at the Day and Place wherein the same is herein before Covenanted to be paid, That then, and from thenceforth, always after, during the residue of the said Term of Five hundred years then to come, &c. And receive and take all the Rents, Issues, and Profits thereof without any let, &c. of or by the said Sir *H. L. C. L. J. T. S. T. and W. M.* or any of them, their or any of their Heirs or Assigns, and without the lawful let, &c. free and clear, and freely, clearly, &c. (Such Leases have been made to Tenants of the Premises in *Ch.* aforesaid, &c. And such Estate as Dame *K. L.* Mother of the said Sir *H.* and *C.* hath in the Premises in *A.* for the Term of her Natural life only excepted and fore-prized.) [A Covenant to be here, of what yearly value the Premises demised are] And that in case any Default shall happen to be made, of or in payment of the said sum of 824 Pounds, at the Day and Place, &c. That then at any time after default made, they the said Sir *H. L. C. L. J. T. S. T. and W. M.* and every of them, and every of their Heirs and Assigns, and all and every other Person or Persons, any Estate having or lawfully claiming, &c. shall and will at the reasonable request and proper Costs, &c.

Injoymment without interruption after forfeiture. And it is hereby declared and fully agreed by and between all the said Parties to these Presents, That until Default shall be made in payment of the said sum of 824 Pounds, at the Day and Place wherein the same is herein before Covenanted to be paid; It shall and may be lawful to and for the said *J. T. S. T. and W. M.* their Heirs and Assigns (according to their Estates and Interests in the Premises, before the making of this present Demise,) to receive and take to his and their own use, all the Rents, &c.

Free from Incumbrances. Exceptions of Leases, &c.

Covenant touching the yearly value. Farther assurance after forfeiture.

Mortgagor to enjoy till default in payment.

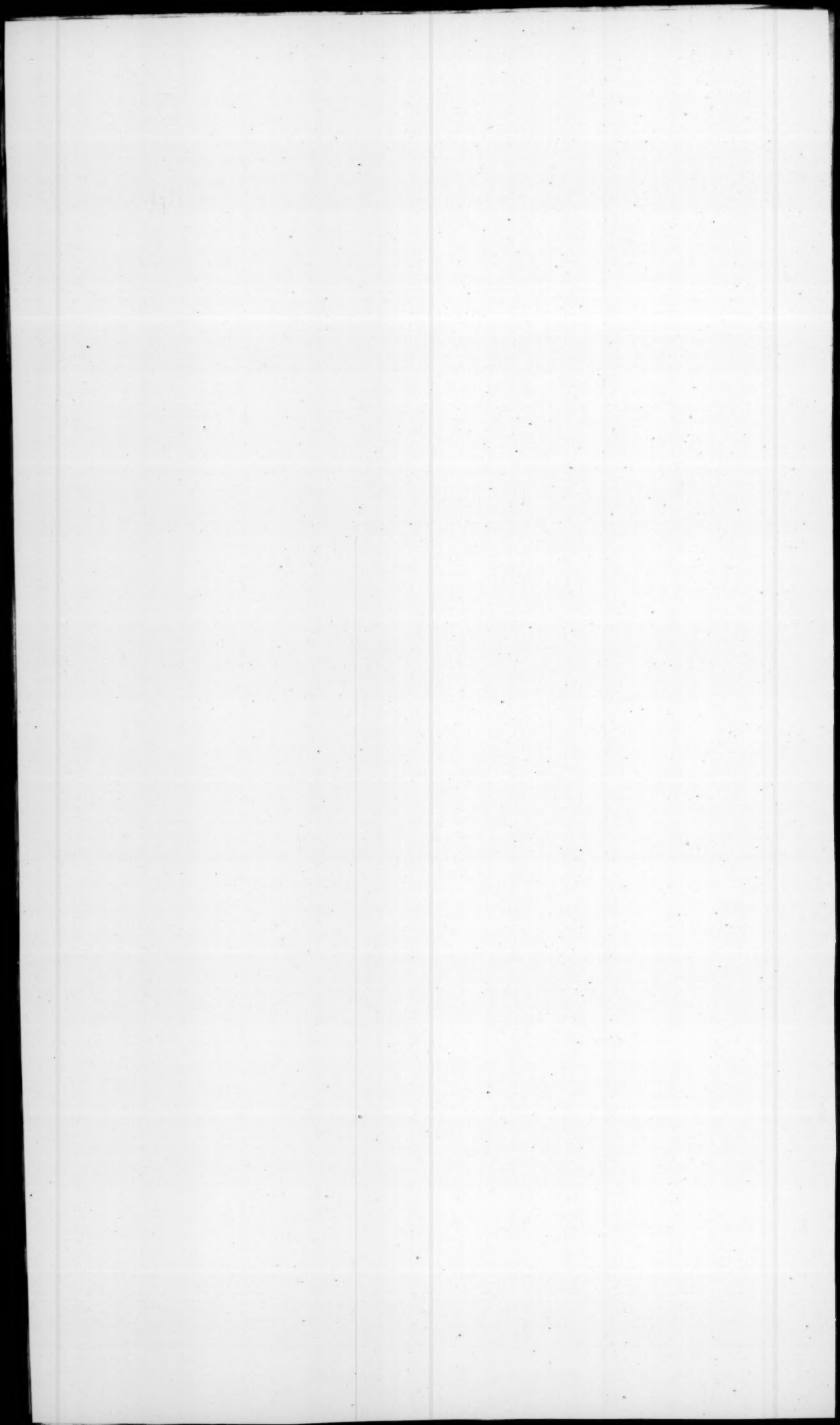
A Release of the Annuity.

And this Indenture further witnesseth, That the said *C. L.* for the said Consideration of 800 Pounds, and for other good Causes and Considerations, him thereunto moving, Hath granted, released and quit-claimed, and by these Presents, doth grant, release and quit-claim unto the said *J. T. S. T. and W. M.* their Heirs and Assigns, The said yearly Rent or Annuity of 100 Pounds per Annum, and all the Trust, Benefit or Advantage, which he the said *C. L.* hath, or ought to have of, in, unto or concerning, or by reason of the same.

The rest of the Mortgagors Covenant to save harmless 1 of them from paying of the money.

And the said *J. T. S. T. and W. M.* do hereby declare, That they the said *J. T. S. T. and W. M.* their Heirs and Assigns, or some of them, shall and will, by, with, and out of the Rents, Issues and Profits of the said Mannors, Lands and Premises to them granted and conveyed by the said Sir *T. L.* as aforesaid, save and keep harmless the said Sir *H. L.* his Heirs, Executors and Administrators, of and from the payment of the said 824 Pounds, and every part thereof.

And



And the said *C. L.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise and Grant to and with the said Lady *M. L.* her Executors, Administrators and Assigns, by these Presents, That he the said *C. L.* hath not done any act or thing whereby the said Mannor, Lands and Premises, or any part thereof, is, are, or may be any way impeached, charged, or incumbered, in Title, Charge, Estate, or otherwise. The like Covenant by the Three Trustees, *J. T. S. T.* and *W. M.* severally. In witness, &c.

Covenant done
no act to in-
cumber.

*A Mortgage by Husband and Wife, by Lease and Fine sur
concessit of two Annuities settled on them on Marriage, and
of the Lands out of which the same are issuing.*

This Indenture, Tripartite, &c. made, &c. Between Sir *J. W.* Knight Son and Heir apparent of the Right Honourable *B. Lord W.* and Dame *M.* his Wife of the said Sir *J. W.* of the first part, *T. C.* Esquire, second Son of the Right Honourable *T. Lord C. Baron of A.* of the second part; and *G. N.* Gent. of the third part. Whereas by force and virtue of one Indenture Tripartite, bearing Date, &c. made, or mentioned to be made between the said *B. Lord W.* (by the Name of Sir *B. W.* of *F.* in the County of *B.* Knight) and Dame *M.* his Wife, and *S. W.* of *L.* Merchant of the first part, the said Sir *J. W.* of the second part, and the said Dame *M.* now the Wife of the said Sir *J. W.* (by her then Name of *M. P.* Widow, the Relict of *T. P.* late of *T.* in the County of *C.* Esquire, deceased) *G. P.* of *M.* in Com. *C.* Esquire, *R. B.* of *K.* in Com. *S.* Esquire, &c. of the third part. And by force and virtue of one or more Fine or Fines, *Sur Conuſance de Droit, come ceo, &c.* in the said Indenture Covenanted to be had and levied before the end of *T.* Term then next ensuing the Date of the said Indenture. Which Fine or Fines were accordingly, had, levied and acknowledged. And by fore and virtue of the Statute made for transferring Uses into possession, or by virtue of some other good Conveyance and Assurance in the Law, heretofore lawfully had and executed, *All that the Mannor of F.* with its Rights, Members and Appurtenances, situate, lying and being within the several Counties of *B.* and *O.* or either of them; and all that Capital Messuage or Mansion House, called *F. C.* in the said County of *B.* and the Advowson, Presentation; and right of Patronage, of, in, and to the Parish Church of *F.* aforesaid; and all and every the Messuages, Cottages, Mills, Orchards, Gardens, &c. and Appurtenances whatsoever, to the said Mannor. Capital Messuages and Premises, and every or any of them, belonging, or in any wise appertaining, or accepted, reputed, taken, or known, &c. And all the said Woods, &c. And all and singular other the Mannors, Messuages Lands, Tenements and Hereditaments of the said Sir *B. W.* Sir *J. W.* and *S. W.* and every or any of them, situate, &c. within the Town, Parish, &c. of *F.* aforesaid. And all the Estate, &c. And the Reversion and Reversions, together with the Rents and Profits of the Premises, and every part and parcel thereof, (Except, &c.)

Tripartite,
Husband and
Wife Mortga-
gees first part,
Mortgagee se-
cond part,
Trustee for
Mortgagee
third part,
Recital of the
Annuity settled
by Deed and
Fine or Marri-
age.

D d

Were

Were conveyed, limited or settled, immediately from and after the solemnization of the then intended Marriage, in the said Indenture mentioned, to be then intended to be shortly after had and solemnized between the said Sir J. W. and M. P. (which said Marriage hath since been had and solemnized accordingly) to the uses, intents and purposes, and upon the Trusts, and under the Provisoes in the said Indenture declared and expressed; (that is to say) To the use and intent, That the said Sir J. W. should, and might from time to time, during the joynt Lives of the said Sir B. W. and Sir J. W. have and receive, to be issuing out of the said Mannors and Premisses, the annual or yearly Sum of Three hundred Pounds of lawful, &c. at the Feasts, &c. The first payment to begin, and to be made, &c.

300 l. per An.
to Husband
for life.

400 l. per An.
to Wife for
Joynture.

Distress.

And to the use and intent, That immediately after the Decease of the said Sir J. W. the said M. P. now Dame M. W. Wife of the said Sir J. W. and Party to these Presents, shall and may from time to time, during the joynt lives of the said Sir J. W. and her the said M. have and receive, to be issuing out of the said Mannors and Premisses, the annual or yearly Rent or Sum of Four hundred Pounds at the said Feasts of, &c. The first payment thereof to begin, and to be made &c.

And to this farther intent and purpose, That if it shall happen the said respective annual or yearly Rents of Three hundred and Four hundred Pounds, or any part, or, &c. shall respectively be behind, or, &c. That then, and so often it shall and may be lawful to and for the said Sir J. and M. P. respectively, and their respective Assigns, into and upon the said Mannors and Premisses, or every, or any part, &c. (Except before excepted) to enter and distrain. And the Distress and Distresses, then and there, from time to time, found to take, &c. and keep until the said several Rents, &c. and the respective Arrears thereof (if any be) shall be fully satisfied and paid, as by the said Indenture, &c. more plainly appeareth.

Consideration
paid by Mort-
gagee and 5 s.
by the Trustee.

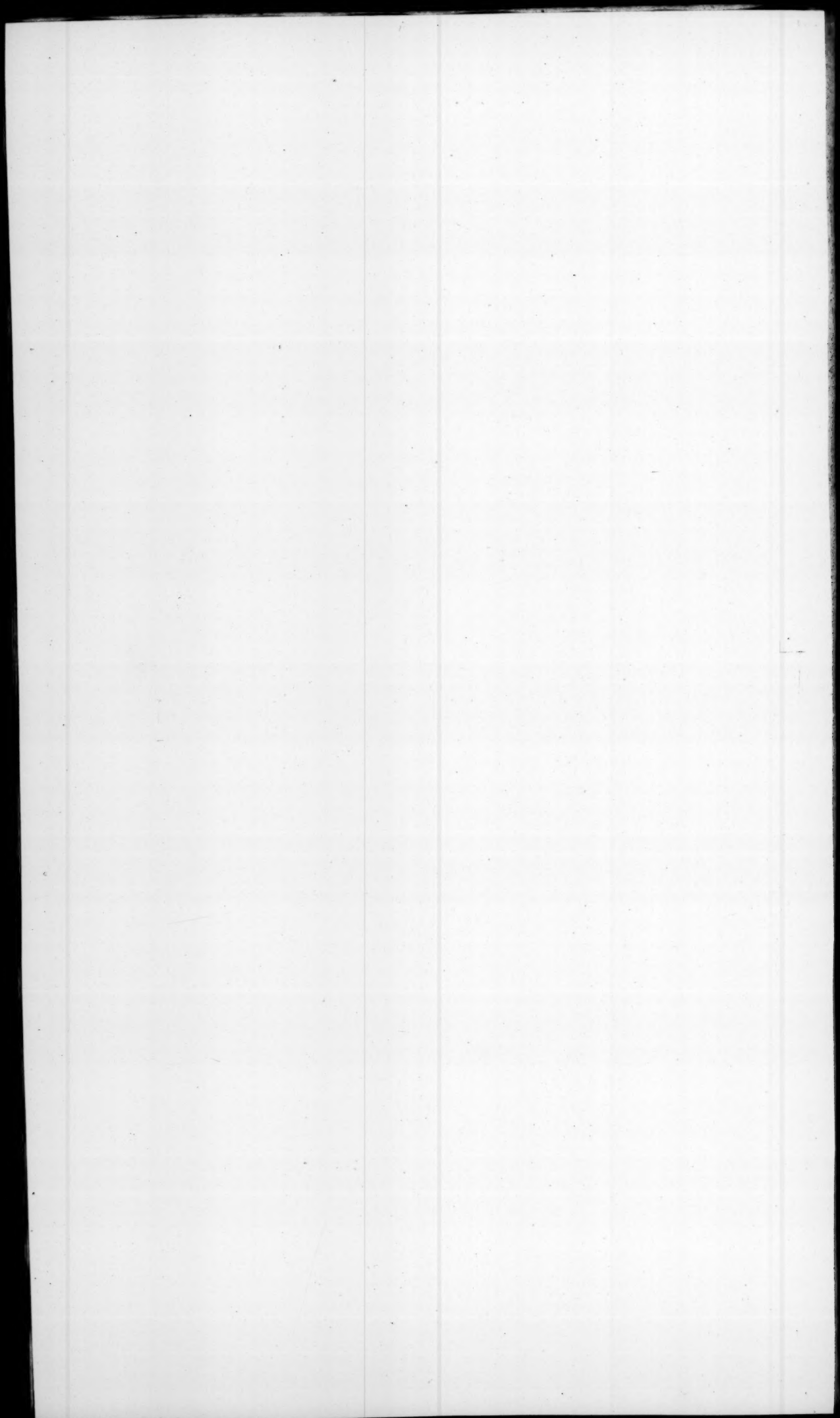
Now this Indenture witnesseth, That for and in Consideration of the sum of Fifteen hundred Pounds, of, &c. to the said Sir J. W. and Dame M. his Wife, in hand paid by the said T. C. at or before the Sealing, &c. The Receipt whereof the said Sir J. W. doth hereby acknowledge and thereof, and of, &c. doth clearly, &c. acquit, &c. the said T. C. his Executors, &c. And also in Consideration of the sum of Five shillings, of like Mony, to them the said Sir J. W. and Dame M. in hand paid by the said G. N. at or before the Sealing, &c. The Receipt whereof the said Sir J. doth also hereby acknowledge, They the said Sir J. W. and Dame M. his Wife, have granted, bargained, sold, assigned and set over; And by these Presents do, &c. unto the said G. N. (by the nomination and appointment of the said T. C.) The said annual or yearly sum of Three hundred Pounds of, &c. herein before mentioned to have been limited to the said Sir J. W. during the joynt Lives of the said Sir B. W. and Sir J. W. to be issuing out of the said Mannors and Premisses, as aforesaid.

Bargain and
Sale of the
Annuities to the
Trustee.

First Annuity.

Second Annu-
ty.

And also the said Annual or yearly Rent or sum of Four hundred Pounds herein before mentioned, to have been limited to the said Dame M. W. immediately from and after the decease of the said Sir J. W. during the joynt lives of the said Sir B. W. and her the said Dame M. to be issuing out of the said Mannors and Premisses, as aforesaid. Together with all the Liberty and Power for entring and distraining into and



and upon the said Mannors and Premises, and every or any part or parcel thereof, for the said several yearly Rents of 300*l.* and 400*l.* and Arrears thereof, and all other ways, means and remedies, for the recovery of the said yearly Rents or either of them, which they the said Sir *J. W.* and Dame *M.* his Wife, or either of them, have, or may, can, or ought to have by force and virtue of the said Indenture, and other Assurances, or otherwise howsoever. **To have and to hold** the said Annual or yearly Sum of 300*l.* unto the said *G. N.* his Heirs and Assigns, from the last Day of, &c. now last past, before the Day of the Date hereof, unto the full end and Term of 500 years, from thence next ensuing fully to be compleat and ended, if the said *B. Lord W.* and Sir *J. W.* shall both of them joyntly so long live. **And to have and to hold** the said Annual or yearly Rent or Sum of Four hundred Pounds unto the said *G. N.* his Heirs and Assigns, from and immediately after the Decease of the said Sir *J. W.* for and during the Term of Five hundred years, to be accounted from the said Last day of, &c. now last past, and from thence fully to be compleat and ended, if the said *B. Lord W.* and Dame *M.* now the Wife of the said Sir *J. W.* shall both of them joyntly so long live.

Habend.
The first Annuity for 500 years if, &c.

Habend. The second Annuity for the like term if, &c.

And this Indenture farther witnesseth, That the said Sir *J. W.* and *M.* his Wife, for and in consideration of the said Sum of 1500*l.* so to them in hand paid by the said *T. C.* as aforesaid, Have demised, granted, bargained and sold, and by these Presents *do, &c.* unto the said *T. C.* *All* that the said Mannor of *F.* with its Rights, Members, and Appurtenances; And the said Capital Messuages, *prout antea*; and the said Advowson, *prout antea*; and all and every the said Messuages, *prout antea*; and all the said Woods, &c. and all and singular other the Mannors, &c. and Premises whatsoever, wheteof, or wherein, or concerning which any manner of Use or Estate is herein before mentioned, or recited to have been limited unto the said Sir *J. W.* and *W. M.* or either of them, either in Possession, Reversion or Remainder (the said several Annual or yearly Rents or Sums of Three hundred, and Four hundred Pounds herein before granted, bargained and sold, or mentioned to be granted, bargained, sold, assigned and set over unto the said *G. N.* only excepted and fore-prized.) And also the Reversion, &c. Remainder, &c. of all and singular the said Mannors, Lands, Tenements, and Premises: And all the Rents, &c. and appertaining. **To have and to hold** the said Mannors, Messuages, Lands, Tenements, Woods, Under woods, Advowson, and all and singular other the Hereditaments and Premises whatsoever, hereby to him the said *T. C.* demised, granted, bargained or sold, or mentioned to be demised, granted, bargained and sold, with all and singular their, &c. Appurtenances, unto him the said *T. C.* his Executors, Administrators and Assigns, from the last day of, &c. now last past, before the day of the date hereof, until the full end and Term of 500 years, from thence next ensuing fully to be compleat and ended, without, &c.

Demise of the Lands to the Mortgagee.

Exception of the Annuity being before granted to the Trustee.

Habend for 500 years.

And the said Sir *J. W.* for himself, his Heirs Exec. and Administrators, doth Covenant, Promise and Grant, to and with the said *T. C.* his Execut. Administrators and Assigns, by these presents That he the said Sir *J. W.* and the said Dame *M.* his Wife, shall and will before the end of &c. now next ensuing the Date hereof, at the proper costs and charges in the Law of him the said Sir *J. W.* acknowledge and levy in due form of Law,

Covenant to levy a Fine sur concessit.

Fine to corroborate the Lease, and Sale of Annuity,

Notwithstanding levied of the Land only and not of the Rent.

Covenant to pay the Money.

unto the said *T. C.* one or more Fine or Fines *Sur Concessit*, according to the usual course of such Fines in such case used, of all and singular the said Mannors, Messuages, Lands, Tenements and Premises thereby to him the said *T. C.* demised, or mentioned to be demised, with their, &c. Appurtenances; by such names both of Parties and Premises, and such Contents, quantities and qualities of Land, numbers of Messuages and Acres, and other things, and other Certainties, as shall be apt and convenient in that behalf. To have and to hold the same unto the said *T. C.* his Executors and Administrators, from the said last day of, &c. now last past, unto the full end and Term of Five hundred years, from thence next ensuing fully to be compleat and ended. Which said Fine or Fines, and all and every Fine or Fines whatsoever, had, levied, or acknowledged, or to be had, levied or acknowledged by the said Sir *J. W.* and Dame *M.* his Wife, by any Name or Names whatsoever, unto the said *T. C.* or to any other Person or Persons whomsoever; of, or upon the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, hereby demised, or mentioned to be demised, or of any of them, or of any part or parcel thereof, or of any of them by any Name or Names whatsoever, at any time or times, within one whole year next after the Day whereon this Indenture doth bear Date, or is mentioned to be made, shall be and enure, and shall be construed, expounded, adjudged deemed, and taken to be and enure, and is by all and every the said Parties to these Presents, declared and agreed to be and enure, for the Corroboration, strengthening and confirming of this present Indenture, and of the Demise and Grant hereby made unto the said *T. C.* And also for the Corroboration, strengthening and confirming of the Grant, Bargain, Sale and Assignment hereby made, or mentioned to be made, of the said several yearly Sum or Rents of Three hundred Pounds, or Four hundred Pounds, unto the said *G. N.* according to the purport intent, and meaning of these Presents. And notwithstanding the said Fine or Fines, be, or shall be levied or acknowledged of the said Mannor or Lands, and not of any Rent or Rents issuing out of the same, or any part thereof.

And the said Sir *J. W.* for himself, his Heirs, Executors, and Administrators, doth Covenant, Promise and Grant, to and with the said *T. C.* his Executors and Administrators, by these Presents, That he the said Sir *J. W.* his Heirs, Executors, or Administrators, shall and will well and truly pay, or cause to be paid unto the said *T. C.* his Executors, Administrators or Assigns, at or in the, &c. of the, &c. the full sum of 1590 *l.* of lawful, &c. in Gold or Silver, in manner and form following, (that is to say) 45 *l.* thereof, upon the, &c. Day of, &c. now next ensuing the Date of this present Indenture, and 1545 *l.* residue thereof, upon the, &c. Day of, &c. which shall happen and be in the year, &c. without farther delay, and without any defalcation, deduction or abatement of any thing, for, or in respect of any Taxes, Assessments, Contributions, Quartering of Souldiers, or other matter or thing whatsoever, ordinary or extraordinary.

Provided always, And it is hereby covenanted, granted, concluded, and agreed by and between all the said Parties to these Presents, That if the said Sir J. W. his Heirs, Executors, or Administrators, do and shall well and truly pay, or cause to be paid unto the said T. C. his Executors or Administrators, the said Sum of 1590 £ at the said Place of Payment, and in such sort, manner, and form as the same is herein before covenanted to be paid, without any Defalcation, Deduction or Abatement as aforesaid, That then and from thenceforth this present Indenture, and all and every Grant, Demise, Bargain, Sale and Assignment herein contained, And also the said Term and Estate made, or to be made by the said Fine or Fines, *sunt concessa*, herein before covenanted, to be levied as aforesaid, shall cease and be void; Any thing herein contained to the contrary thereof in any wise notwithstanding.

Proviso upon payment the Indenture, and Fine to be void.

And it is also hereby declared and agreed, by and between all the said Parties to these Presents, That until some Default shall be made of, or in payment of the said Sum of 1590 £. herein before Covenanted to be paid, or some part thereof, They the said Sir J. W. and Dame M. his Wife respectively, according to their respective former Estates and Interests which they had in, to, or out of the Premises, before the making of these Presents, shall or lawfully may receive and take to their own use, All the said several yearly Rents of 300 £. and 400 £. as the same respectively shall become due and payable, And also all the Rents and Profits of the said Mannors, Lands, Tenements, and Premises hereby demised, or mentioned to be demised without the let, trouble, hindrance, or denial of them the said T. C. or G. N. their or either of their Heirs, Executors, Administrators or Assigns, and without any Accompt to be given or rendred to them for the same.

Mortgagees shall enjoy till default of payment as well the Annuity as the Lands according to their respective former Estates and Interests.

And the said Sir J. W. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise, and grant to and with the said T. C. his Executors, Administrators and Assigns by these Presents, in manner and form following (that is to say) That if he the said Sir J. W. his Heirs, Executors, or Administrators, shall make any Default in payment of the said Sum of 1590 £. in part, or in all, at any the days and times herein before appointed for payment thereof, Then he the said G. N. his Heirs and Assigns, shall or lawfully may from thenceforth quietly and peaceably have take, receive, and enjoy the said several yearly Rents of 300 £. and 400 £. when and as the same shall become due and payable, during the residue of the said respective terms for which they are hereby mentioned to be granted to the said G. N.

Covenant after default of payment Trustee peaceably to enjoy the Annuities.

And also the said T. C. his Executors, Administrators and Assigns, shall or lawfully may, from and after any such Default, quietly and peaceably have, hold, possess and enjoy all and singular the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised or mentioned to be demised, without the let, trouble, or interruption of the said Sir J. W. and Dame M. his Wife, or either of them, or any person or persons lawfully claiming by, from, or under them, or either of them and without the lawful let, trouble, or interruption of any other person or persons whatsoever, (other than the said B. Ld. W. and his Assigns, for & in respect only of such Estate & Estates as is herein before mentioned & recited to have been to him limited by the said recited

And Mortgagee the Lands without interruptions.

Exception, &c.

In-

Indenture, and other Assurances; And other than of the first, second, and other Sons of the said Sir J. W. and the Heirs-males of their Bodies, for and in respect only of such Estate or Estates as is herein before mentioned, and recited to have been to them limited of and in such part of the said Lands and Premises only, whereof or concerning which no Estate of Inheritance, either in Possession, Reversion, or Remainder, is herein before recited to have been limited to the said Sir J. W.

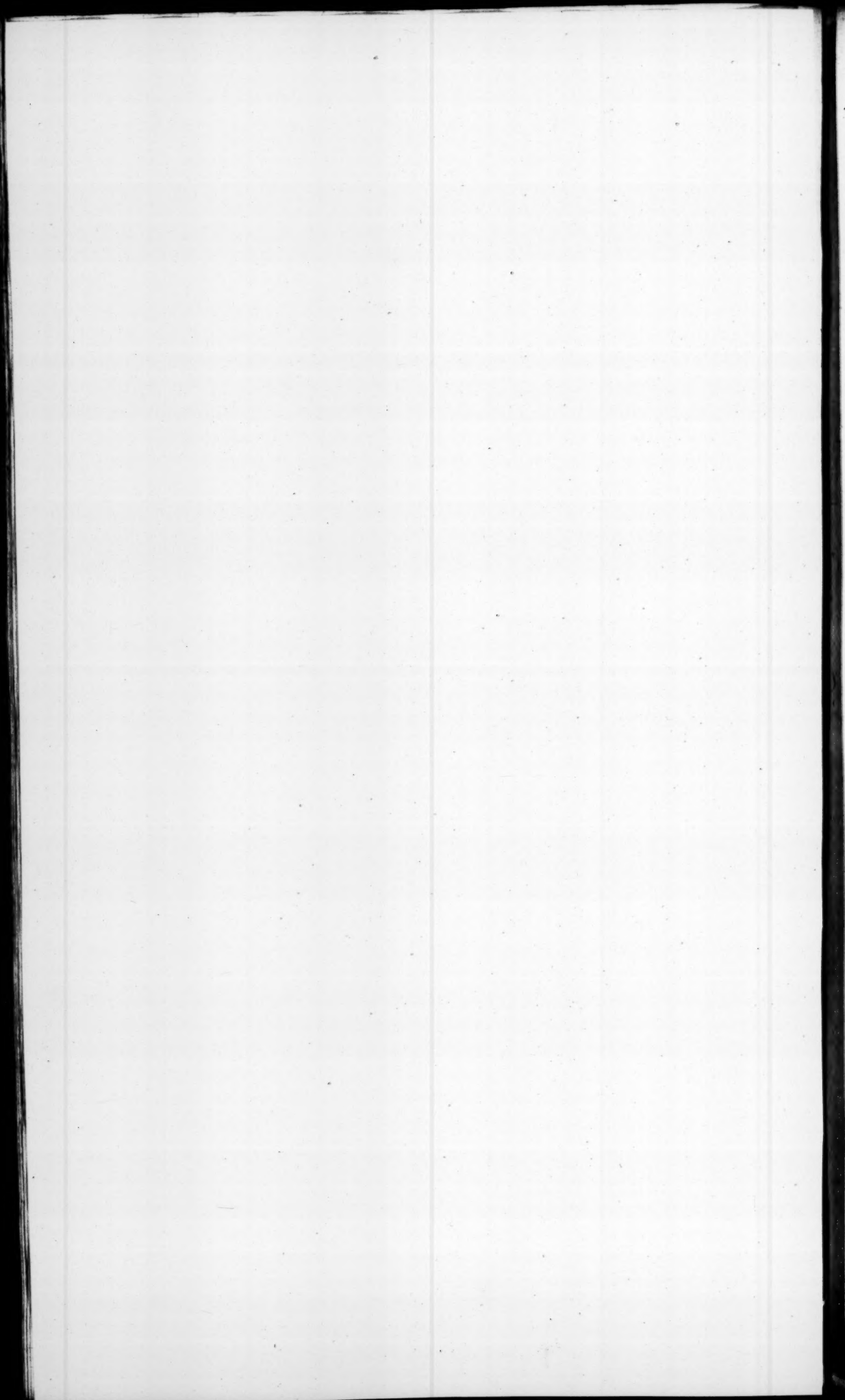
As well the
Land as Rent
during the re-
spective Terms.

Free from In-
cumbrance.
Except Estates
before recited.

Covenant for
further Assu-
rance.

And farther also, That the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises, hereby demised or mentioned to be demised, and the said several Rents of 300 *l.* and 400 *l.* herein before granted, or mentioned to be granted to the said G. N. now are, and during the said respective Terms for which they are herein before respectively mentioned to be demised or granted, shall remain, continue, and be unto the said T. C. and G. N. respectively, and their respective Executors, Administrators, and Assigns, according to the true intent and meaning of these Presents, and of the Agreements herein contained, free and clear, and freely and clearly acquitted, freed and discharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Debts, Duties, Judgments, Statutes Merchant and of the Staple, Recognizances, Charges, Troubles, Forfeitures, and Incumbrances whatsoever, (All such Estates as do plainly appear in and by the said Indenture Tripartite, bearing Date, &c. herein before-mentioned or recited, only excepted and fore prized.)

And moreover also, That if any Default shall be made by the said Sir J. W. his Heirs, Executors, or Administrators, in the Payment of the said Sum of 1590 *l.* in part or in all, at any the days or times whereof the same is before Covenanted to be paid, although no Demand be thereof made, That then and from thenceforth the said Sir J. W. and Dame M. his Wife, and the Heirs and Assigns of the said Sir J. W. and all and every other person and persons whatsoever, having or lawfully claiming, or that shall or may at any time or times hereafter, have, or lawfully claim any Estate Right, Title, or Interest of, in, or to the Premises hereby granted or demised, or mentioned to be granted or demised, or of, in, or to any part or parcel thereof (Other than the persons or their Assigns, whose Estates and Interests as herein before excepted, for and in respect only of the same Estates and Interests so excepted) shall and will from time to time, and at all times, at and upon the reasonable request and proper Costs and Charges in the Law of the said T. C. his Executors, Administrators, or Assigns, Do make, levy, execute, acknowledge, and suffer all and every such farther, and other reasonable Act and Acts, thing and things, for the better, farther, and more perfect Assurance, Surety, sure making and confirming of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, and every or any part or parcel thereof, with the Appurtenances unto the said T. C. his Executors, Administrators and Assigns, for and during all the residue of the said respective Terms herein before-mentioned to be demised or granted, then to come and unexpired, Be it by Fine or Fines, *Sur consans de droit come ceo*, &c. or any other Fine or Fines, Deed or Deeds, indented or poll,



poll, common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said ways or means, or by any other ways or means in the Law whatsoever, As by the said *T. C.* his Executors Administrators and Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised or advised and required. In witness, &c.

Assignment of a Lease upon Trust, for the Assignor his Wife and Children.

This Indenture made, &c. Between *D. B.* of *M.* in *Com. S.* Gent. of the one part, And *H. B.* of *L.* Merchant, *J. S.* Citizen and *G.* of *L.* and *T. S.* of *L.* Merchant, of the other part, *Witness* as *R. G.* of, &c. Deceased by an Indenture of Lease under his Hand and Seal, bearing Date the, &c. for the Consideration therein mentioned, *Did* demise grant, and to farm-let unto one *A. B.* of *J.* in *Com. S.* Yeoman, his Executors, Administrators, and Assigns, *All* that Close, &c. and all those two Cottages, with the Orchards, &c. *To have and to hold* all and singular the said two Cottages, &c. for and during the full end and term of 2000 years from thence, &c. without Impeachment of, &c. waft in Woods. Trees, Houses, Gardens or any other part of the said demised Premises, Yielding and paying therefor yearly, &c. as by the said Indenture of Lease (relation, &c.) more plainly may appear. All which Premises and the residue of the said term of 2000 years, did by mean Assignments and Conveyances lawfully come unto one *E. T.* of &c. who did take down the aforesaid two Cottages, and did erect and new build in and upon the Premises a new Messuage or Tenement.

Recital of the Lease.

Habund.

Reddend.
The Premises come to, &c. who took down 2 Cottages and Built a new house.

And whereas as well the said Messuage or Tenement, as all and singular the Lands and Hereditaments whatsoever, in and by the said Original Indenture of Lease, bearing Date the said &c. demised or granted unto *A. B.* Did afterwards by mean Assignments and Conveyances come unto *R. G.* of *T.* in *Com. L.* Gent.

The same afterwards come to G.

And the said *R. G.* of *T.* did by his Indenture bearing Date, &c. for the Consideration in the said Indenture mentioned, grant, bargain, sell, assign, and set over the same Premises unto the said *D. B.* *To have and to hold* the same unto the said *D. B.* his Executors, &c. from thenceforth during all such residue, time and term of years as was then to come, and unexpired of the aforesaid term of 2000 years, in the said Indenture of Lease limited and comprised fully to be compleat, &c. As by the said Indenture (relation being thereunto had) may appear.

G. assigned to the now Assignor.

Now this Indenture witnesseth, That the said *D. B.* for and in Consideration of the Sum of 5*s.* of, &c. the Receipt, &c. And for divers other good Causes, &c. hath granted, bargained, sold, assigned, and set-over, And by these Presents *doth* grant, &c. unto the said *H. B.* *J. S.* and *T. S.* their Executors, &c. *The said* Close, &c. with the said

Confid.

Assignment.

Wabend.

Trust.
To permit the
Assignor to re-
ceive the pro-
fits for his Life.

Then his Wife
to receive the
the same dur-
ing her Life.

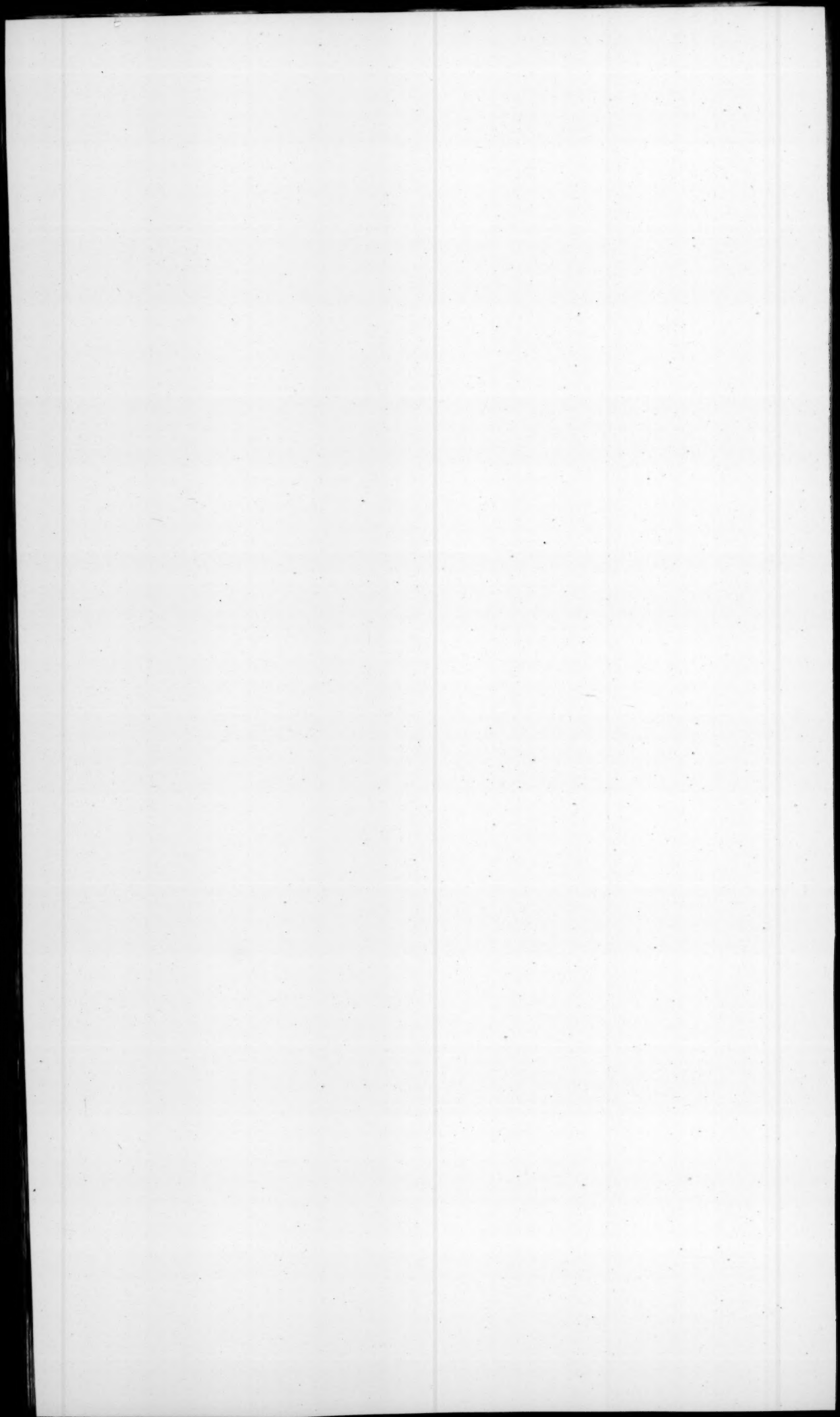
Then if he
leave his Heir
under Age the
Trustees shall
dispose the pro-
fits as the Fa-
ther shall ap-
point during
the Heirs Mi-
nority.

In default of
appointment
for the benefit
of the Heir.

Covenant to
reassign to the
Heir when of
Age.

said Messuage or Tenement newly crected, And all other the Edi-
fices, Buildings, Orchards, Gardens, &c. thereunto, or to any part
of the Premisses belonging, And all and singular Woods, &c. and o-
ther the Premisses. in and by the said Original Indenture of Lease
demised or granted, or herein before-mentioned to be thereby de-
mised or granted, and every part and parcel thereof: And all the
Estate, Right, Title, &c. of, in, together also with the said recited
Indenture of Lease, And all other Writings, Deeds, and Evidences
touching or concerning the Premisses which he the said *D. B.* now
hath, or may come by, without suit in Law, *To have and to hold*
the said Messuage or Tenement, Buildings, and all other the Premisses
before mentioned to be hereby granted, bargained, sold, assigned,
and set-over, and every part, &c. unto the said *H. B. J. S. and T. S.*
their Executors, &c. in as large, ample, and beneficial manner and form
to all intents, &c. if these Presents had not been made, *Upon special*
Trust and Confidence nevertheless, And to the intent and purpose,
that they the said *H. B. J. S. and T. S.* their Executors, Administra-
tors, &c. shall permit and suffer the said *D. B.* and his Assigns, to re-
ceive and take all the Rents and Profits of all and singular the Premis-
ses, to his and their own use for and during all the term of his natu-
ral life, And from and after his decease, shall permit and suffer *F. B.*
Wife of the said *D. B.* to receive and take all the Rents and Profits
of all and singular the said Premisses to her and their own use, for and
during all the term of her natural life, She the said *F. B.* not com-
mitting any voluntary wast in all, or any part of the Premisses. And
after the Decease of the Survivor of them the said *D. B.* and *F.* his
Wife, Then in Case *D. B.* eldest Son of the said *D. B.* Party to these
Presents, or any other Son of the said *D. B.* the Father, who shall
be Heir of the said *D. B.* the Father, shall then be under the Age
of 21 years, That they the said *H. B. J. S. and T. S.* their Execu-
tuors, &c. shall during the Minority of the said *D. B.* the Son, or of
such other Son of the said *D.* the Father, who shall be his Heir as
aforesaid, and until some Son of the said *D. B.* the Father, who
shall be his Heir, shall live to attain the Age of One and twenty
years, imploy and dispose of all the Rents, Issues, and Profits of
all and singular the Premisses in such sort, manner and form as
the said *D. B.* the Father, party to these Presents, by any Writing
or Writings under his hand and Seal, shall limit, direct, or appoint. And
in default of such limitation, direction, or appointment, Then to
and for the benefit of such Son and Sons respectively of the said *D. B.*
the Father, who shall be his Heir for the time being, during the re-
spective Minorities of such Son or Sons, if such Son or Sons respec-
tively shall so long live.

And upon farther Trust and Confidence, and to this farther intent
and purpose, That if the said *D. B.* the Son, or other Son of the said
D. B. Party to these Presents, who shall be his Heir at the time of
the decease of the Survivor of them the said *D. B.* and *F. B.* shall
be of full Age, Or otherwise when the said *D. B.* the Son, or any
other Son of the said *D. B.* the Father, who shall be his Heir, shall
have attained his full Age of One and twenty years, They the said
H. B. J. S. and T. S. their Executors, Administrators or Assigns, shall
at and upon the reasonable request and proper Costs and Charges
in



in the Law of the said *D. B.* the Son, or such other Son of the said *D. B.* the Father who shall be his Heir, Assign and convey all and singular the said Lands and Premises, and all the Estate and Interest of them the said *H. B. J. S.* and *T. S.* their Executors, &c. of, in, and to the same unto the said *D. B.* the Son, or such other Son of the said *D. B.* party to these Presents, who shall then be his Heir as aforesaid; And in Default of such Son then in being, That then they the said *H. B. J. S.* and *T. S.* their Executors, Administrators, or Assigns, shall at and upon the reasonable Request, and proper Costs and Charges in the Law of such person or persons, as shall then be the Heir or Heirs of the said *D. B.* party to these Presents, Assign and convey all and singular the said Lands and Premises hereby granted and assigned, or mentioned to be granted or assigned, with their and every of their Appurtenances, and all the Estate and Interest of them the said *H. B. J. S.* and *T. S.* their Executors, &c. of, in, and to the same Premises, unto such person or persons so requiring the same.

Provided always, and it is hereby declared and fully agreed, by and between the said Parties to these Presents, That if the said *D. B.* party to these Presents, shall at any time hereafter, during his natural life, pay, or tender unto the said *H. B. J. S.* and *T. S.* or either of them, their or either of their Executors, or Administrators, or to any other person or persons, to their or any of their use or uses, the Sum of 6 *d.* of lawful, &c. for the making void of this present Indenture, and the Grant and Assignment herein contained; That then and from thenceforth this present Indenture, and the Grant and Assignment herein contained shall cease and be void, Any thing herein contained to the contrary thereof notwithstanding. In witness, &c.

Proviso upon
payment of 6 *d.*
to revoke and
make void this
Assignment.

A Bargain and Sale and Deed to lead the use of a Fine and Recovery.

This Indenture made, &c. Between Sir *H. S.* of *H. A.* in the County of *S.* Baronet, of the first part, *J. D.* of, &c. of the second part, and *E. A.* of *L.* of the third part, Witnesseth; That the said Sir *H. S.* for and in consideration of the Sum of 5 *s.* of lawful, &c. to him in hand paid by the said *J. D.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof he doth hereby acknowledge, And for divers other good Causes and Considerations him the said Sir *H. S.* thereunto moving, Hath granted, bargained and sold, and by these Presents doth bargain and sell unto the said *J. D.* his Heirs and Assigns, All that the Mannor or Lordship of *M.* with the Rights, &c. *in Com. S.* And all that the Park of *M.* with the Appurtenances in the said County of *S.* And all other the Lands, Tenements, and Hereditaments whatsoever of the said Sir *H. S.* in the said County of *S.* And all those the Mannors and Lordships of *M. C.* and *W.* with their, and either of their Rights, &c.

Vouches first
part. Tenant to
the Precipe, se-
cond part. De-
mandant in the
Recovery third
part.

Bargain and
Sale.

E c

in

Habend.

To make a
Tenant of the
Freehold.Covenant to
levy a Fine for
the better
making Ten-
ant of the Free-
hold.Fine to enure
for corroborating
the bargain and
Sale and the
better making
a Tenant of
the Freehold.To suffer Reco-
veries of the
Premises in se-
veral Counties.

in Com. C. And all and singular other the Messuages (*prout supra*) And all those several Mannors, &c. with their Appurtenances, called or known by the several Names of *C. W. B.* &c. *in Com. S.* And all and singular other the Messuages, &c. (*ut supra*) And all that the Mannor of *W.* with the Appurtenances in the County of *D.* And all and singular other the Messuages, &c. And the Reversion and Reversions, Remainder, &c. And also all the Estate, Right, &c. To have and to hold the said Mannors, Lordships, Messuages, &c. unto the said *J. D.* his Heirs and Assigns, To the use and behoof of him the said *J. D.* and his Heirs. Yet nevertheless to the intent and purpose, That as well by virtue of these Presents, as of the Fine or Fines herein after covenanted and agreed to be levied to him the said *J. D.* as is herein after mentioned, he the said *J. D.* may be and become a good and perfect Tenant of the immediate Freehold and Inheritance of all and singular the Premises against whom several common Recoveries may be had, perfected, and executed, as is herein after mentioned.

And for the better and farther assuring and conveying of all and singular the Premises unto the said *J. D.* and his Heirs, for the same intent and purpose, it is concluded and agreed by and between all the said Parties to these Presents, That the said Sir *H. S.* shall and will before the end of *Easter Term* next ensuing the Date hereof, acknowledge and levy before the Justices of the Court of *Common Bench at Westminster*, One or more Fine or Fines, *Sur conusans*, &c. to be ingrossed, recorded, and sued forth with Proclamations according to the Statute in that Case made and provided, And the usual course of Fines, with Proclamations in such Cases used and accustomed unto the said *J. D.* and his Heirs of all and singular the Premises whatsoever hereby granted or &c. By such names, both of Parties and Premises, Quantities, Qualities Contents, and numbers of Messuages and Acres, and other the Premises, as shall be apt and convenient in that behalf.

Which said Fine or Fines, and all and every Fine and Fines, had levied and acknowledged, or to be had, levied, or acknowledged of the Premises, or any part thereof by the said Sir *H. S.* at any time after the day of the Date of these Presents, shall enure and be, and shall be construed, expounded, adjudged deemed, and taken to enure and to be, To the use and behoof of the said *J. D.* and his Heirs, To the intent to corroborate, strengthen and confirm the Estate hereby made and granted, or intended to be made and granted to the said *J. D.* and to make him lawful Tenant of the Freehold and Inheritance of all and singular the Premises, so that one or more good and perfect common Recovery or Recoveries may be had against him for the same.

And for that purpose it is farther concluded and agreed, by and between all the said Parties to these Presents, That after the said Fine or Fines levied as aforesaid, and before the end of the said *Easter Term* next ensuing the Date hereof, several good and perfect common Recoveries in the nature of common Recoveries for Assurance of Lands, shall be had, executed, and perfected, of and for all and singular the Premises in the said several Counties respectively, at the proper Costs and Charges in the Law of the said Sir *H. S.* And for that end and purpose, one or more Writ or Writs of Entry *Sur Dissaisin en. le post*, shall be brought in the Name of the said

E. A.

E. A. as Plaintiff or Demandant therein, against the said *J. D.* as Tenant of, and for all and singular the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, By such Names, Quantities, Qualities, Contents, and numbers of Messuages and Acres, and other Certainties, as shall be apt and convenient, To which several Writs the said *J. D.* shall appear *gratis* in his proper person, And shall and will vouch to warrant the Premises to the said Sir *H. S.* who shall vouch the common Vouchce; And such farther Proceedings shall be had therein, that several good and perfect common Recoveries, with double Voucher, may be had, prosecuted, and executed in and upon the said several Writs of Entry, in all things according to the usual order and form of common Recoveries with double Voucher for Assurances of Lands in such Cases used.

And it is farther covenanted, concluded, declared, and fully agreed by and between all the said Parties to these Presents, for them and their Heirs, And it is their true intent and meaning, That from and immediately after such time as the said several common Recoveries shall be had, executed, and perfected of the Premises as aforesaid, the said Fine or Fines herein before covenanted to be levied, and the Execution thereof, and the said several common Recoveries and the Execution thereof, and these Presents, and the Grant, Bargain, and Sale herein contained, and every of them, shall enure and be, and shall be construed, expounded, adjudged, deemed, and taken to enure and to be; And the said *E. A.* and his Heirs, and all and every other person and persons, which at any time then after shall be, or stand seized of the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises hereby granted, or mentioned to be granted, or of any of them, by force and virtue of the said several common Recoveries, or of the said Fine or Fines, or of these Presents, or of any of them, shall so stand and be seized thereof, and of every part and parcel thereof respectively, *To the only proper use and behoof of the said Sir H. S. his Heirs and Assigns for ever, And to or for none other use, intent or purpose whatsoever.* In witness, &c.

a- Use of the Recovery.

Settlement after Marriage with several Covenants to several Uses.

Quadripartite.

Reciting a Bargain and Sale.

And Fine.

This Indenture Quadripartite, made, &c. between the Right Honourable *P. Viscount S.* and the Right Honourable *J. Viscountess S.* Wife of the said Viscount. of the first part. *H.K.* and *H.L.* of *L.* Gent. of the second part. *R. N.* of *W.* in *Com. M.* Esq; of the third part, and the Honourable *A. S.* of the Parish of *St. M.* in *Com. M.* Esq; Sir *J.P.* of *H.* in *Com. S.* Baronet, and Sir *C.H.* of *M.* in *Com. H.* Kt. of the fourth part, ~~Whereas~~ by one Indenture Tripartite, bearing even Date with these Presents. made, or mentioned to be made, between the said *P. Viscount S.* of the first part, the said *H. K.* and *H. L.* of the second part, and the said *R. N.* of the third part, It is witnessed, That the said *P. Viscount S.* for and in Consideration of the Sum of 10*s.* of, &c. therein mentioned, And for divers other good Causes and Considerations him thereunto especially moving, hath geanted, bargained, and sold unto the said *H. K.* and *H. L.* their Heirs and Assigns, All these the Mannors and Lordships of *O. alias W.B.O. P. A. E. C. L. S. H. S. B.* and *W.* with their and every of their Rights, Members, and Appurtenances in *Com. K.* and the Rectory and Parsonage of *S.* in *ditto Com. K.* and all that one Messuage and Tenement, with the Appurtenances and all those Lands commonly called or known by the name of *S.* containing, &c. and all Royalties, Liberties, &c. and also all other the Mannors, Messuages, &c. of the said *P. Viscount S.* situate &c. in the Towns, &c. of *O. alias W. B. O.* &c. or any of them, or elsewhere in *ditto Com. K.* And the Reversion, &c. And also all and every the Estate and Estates, Right, &c. of him the said *P. Visc. S.* of, in, and to the said Mannors, Lordships, Messuages, &c. Saving always, and except out of the said Indenture, all the Lands Tenements and Hereditaments of the said *P. Viscount S.* in *P. E.* and *L.* in *ditto Com. K.* and every of them, To have and to hold the said Mannors, Lordships, Messuages, Lands, Tenements, Rectories, Hereditaments, and all and singular other the Premisses whatsoever thereby granted, &c. with their, &c. Appurtenances (excepted) unto the said *H. K.* and *H. L.* and their Heirs and Assigns for ever, To the use and behoof of them the said *H. K.* and *H. L.* and their Heirs, Yet nevertheless to the intent and purpose, That as well by virtue of the said Indenture, as of the Fine therein covenanted and agreed to be levied to them the said *H. K.* and *H. L.* as is therein mentioned, they might be and become good and perfect Tenants of the immediate Freehold and Inheritance of all and singular the Premisses, against whom a good and perfect common Recovery might be had, perfected and executed, as is therein mentioned; And for the better and farther assuring and conveying of all and singular the Premisses unto the said *H.K.* and *H.L.* and their Heirs for the same intent and purpose it was concluded and agreed by & between all the said Parties to the said Indenture, And the said *P. Visc. S.* for himself, his Heirs, Executors and Administrators, did covenant and grant to and with the said *H.K.* and *H.L.* their Heirs, Executors, & Administrators, That the said *P. Visc. S.* and *J. Viscountess S.* his Wife, should and would before the end of *E.* Term next and immediately ensuing the date of the said

faid Indenture, acknowledge and levy in due form of Law, according to the Laws and Statutes of *England*, one Fine *Sur Conuſance de Droit come ceo*, &c. to be Ingroſſed, Recorded and ſued forth with Proclamations, according to the Laws and Statutes of *England* in ſuch caſe made and provided, and according to the uſual courſe of Fines in ſuch caſe uſed and accuſtomed unto the ſaid *H.K.* & *H.L.* and their Heirs, or to them and the Heirs of one of them, or to the Survivor of them and his Heirs; Of all the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Rectories, Hereditaments & Premifſes (except before excepted) by ſuch names, quantities, qualities, contents and numbers of Meſſuages, Acres, and other the Premifſes as ſhould be apt and convenient in that behalf.

And it was by the ſaid Indenture, Covenanted concluded & agreed by between all the ſaid Parties to the ſaid Indenture, for them and their Heirs. And all the ſaid Parties to the ſaid Indenture, did thereby declare, That the ſaid Fine therein covenanted to be levied, and all and every other Fine and Fines, had, levied, and acknowledged, or to be had, levied, or acknowledged, of all and every, or any of the Premifſes, whatſoever, by the ſaid Indenture granted, or, &c. or of any part thereof, by the ſaid *P. Viſcount S.* and *J. Viſcount S.* or either of them, to the ſaid *H.K.* and *H.L.* or either of them at any time after the Day of the Date of the ſaid Indenture, ſhould be conſtrued, expounded, adjudged, deemed, and taken to enure and to be; And were thereby declared to enure and be, *To the uſe of the ſaid H. K. and H. L. and their Heirs*, to the intent to corroborate, ſtrengthen and confirm their Eſtate by the ſaid Indenture to them made and granted or intended to be, &c. and to make them lawful Tenants of the Freehold and Inheritance, of all and ſingular the Premifſes, ſo that a good and perfect Common Recovery, of, and for all and ſingular the ſame Premifſes might be had by the ſaid *R. N.* or ſome other Perſon or Perſons, as Plaintiff or Demandant, Plaintiffs, or Demandants, againſt them the ſaid *H. K.* and *H. L.* as Tenants. wherein the ſaid *P. Viſcount S.* ſhould be vouched, and ſhould vouch over the common Vouchee. Which Recovery ſhould be to the uſes, behoofs, intents and purpoſes, as are mentioned, expreſſed, and declared in and by this preſent Indenture; as in and by the ſaid recited Indenture (relation being thereunto had) more plainly and at large it doth and may appear.

And Recovery.

Now this Indenture witneſſeth, That in Conſideration of the Marriage already had and ſolemnized between the ſaid *P. Viſcount S.* and the ſaid *J. Viſcount S.* his Wife. And for the ſetting a competent Joynture and Maintenance for the ſaid *J. Viſcount S.* during her life; and for the farther Declaration of the Uſes of the ſaid Fine and Common Recovery, in and by the ſaid recited Tripartite Indenture, Covenanted and agreed to be had, levied and ſuffered, as beforeſaid, whereby all the ſaid Mannors, Lordſhips, Lands, Tenements and Hereditaments, may be limited, ſetled and aſſured in ſuch ſort manner and form, and to and for ſuch uſes, intents and purpoſes as is herein after mentioned. *It is now* hereby declared, concluded, condeſcended and fully agreed by and between all the ſaid Parties to theſe Preſents, That from and immediately after ſuch time as the ſaid Common Recovery, ſo as aforeſaid, or in any other manner ſhall be had, executed and ſuffered of the Premifſes the ſaid Fine in the ſaid recited Indenture covenanted to be levied, and the execution thereof, and the

Conſideration Marriage already had ſetting Joynture and Maintenance and Declaration of uſes.

Part of the
Premises.

Estates in
Trustees, to
sell for payment
of Debts, &c.

Annuity of
20 l. per An.
to E. W.

the said Common Recovery, and the Execution thereof shall enure and be, and shall be construed, expounded, adjudged, deemed, and taken to enure and be: And that the said Conusees in the said Fine, and their Heirs, and the said Recoveror and his Heirs, and all and every Person and Persons, which at any time then after shall be or stand seized of the said Mannors, Lordships, Lands, Tenements, Hereditaments and Premises, or of any of them, by force and virtue of the said Common Recovery, or of the said Fine, or of either of them, shall so stand and be seized thereof, and of every part and parcel thereof, To the several and respective uses, behoofs, intents and purposes, and with and under the several Limitations, Powers, Authorities, Liberties, Proviso's, and Agreements hereafter in these Presents as concerning the same Premises respectively declared, mentioned, limited and expressed, to and for none other use, intent or purpose whatsoever; (that is to say) *As for and concerning the said Mannor and Lordship of S. and the said Mannor and Lordship of B. with their and every of their Rights, Members, and Appurtenances, and all and singular the Lands, Tenements and Hereditaments whatsoever, of the said P. S. lying and being in S. aforesaid. And a parcel of Land called the H. containing, &c. To the use and behoof of the said A. S. Sir J. P. and Sir C. H. their Heirs and Assigns fore-named. Upon special Trust and confidence nevertheless, and to the intent and purpose, That they the said A. S. Sir J. P. and Sir C. H. their Heirs and Assigns, shall and may by Sale, Mortgage, or Demise of the said Mannors, Lands, and Premises, or any part or parts thereof, or otherwise, at their Discretions, levy and raise the Sum of 4000 l. of, &c. and employ and dispose of the same for and towards the payment of the proper Debts now owing by the said P. S. and such other Debts as shall arise upon translation thereof, or of any of them, and such interest as shall be or grow due for the same Debts respectively, till the payment thereof. And that if after all the said Debts with Interest, as aforesaid, shall be paid and satisfied, any part of the said 4000 l. shall remain, that they shall pay such Surplus to the said P. Viscount S. his Executors or Administrators.*

And as for and concerning the Mannors and Lordships of O. and P. with their, and every of their Rights, Members, and Appurtenances, and all and singular the Lands, Tenements and Hereditaments whatsoever of the said P. Viscount S. in the Towns, Parishes, Hamlets or Fields of O. &c. reputed or occupied as part or parcel of the said Mannors or Lordships, or either of them: And all other the Lands and Hereditaments to the said Mannors or Lordships of O. *alias W. &c. or either of them belonging; To the intent and purpose, That E. W. of, &c. and his Heirs, shall and may have, and yearly receive, take and enjoy, for and during the Natural life of Sir W. K. of, &c. Knight, one Annuity or yearly Rent-charge of Twenty Pounds of, &c. to be yearly issuing and going out of all and singular the said Premises, and to be paid unto the said E. W. and his Heirs, at the two usual Feasts or Terms in the year, (that is to say) at the Feasts of St. M. the Archangel, and the Annunciation, &c. by even and equal portions; The first payment thereof to be made at the Feast of St. M. &c. next ensuing the Date hereof.*

And

And also, to the intent and purpose *E. M. &c.* shall and may have, and yearly receive, &c. *ut supra*; for and during the Natural life of her the said *E. M.* one Annuity or yearly Rent-charge of 40 *l.* &c. to be yearly issuing and going out of all and singular the said Premises: And to be paid unto the said *E. M.* and her Assigns, at the said two usual Feasts, &c. *ut antea*.

Several Annuities to several Persons.

And to the intent and purpose, That if it shall happen the said yearly Rent of 20 *l.* or the said several yearly Rents of 40 *l.* or any of them to be behind or unpaid, in part or in all, at any of the said Feast-days or Times aforesaid, during the time that the same Rents respectively are to continue payable as aforesaid, by the true intent and meaning of these Presents, That then and from thenceforth, upon any default of payment, and so oft, and from time to time, the said Annual Rents or any of them, or any part thereof, or of any of them, shall happen to be arrear and unpaid at any of the said Feasts whereat the same respectively ought to be paid, as aforesaid, It shall and may be lawful to and for the said *E. W.* his Heirs and Assigns, and the said *E. M. N. S.* and *R. G.* and their Assigns respectively, unto whom such Rent or Rents shall be due, into all and singular the said Mannors, Lordships, Lands, Tenements, Hereditaments and Premises, out of which the said yearly Rents are to be issuing, as aforesaid, and into every or any part or parcel thereof, to enter and distrain. And the Distress and Distresses then and there found and taken, to lead, drive, chase, carry away impound, detain and keep, untill the said yearly Rent or Rents respectively so unpaid, and all Arrearages thereof (if any shall happen to be) shall be truly satisfied and paid, according to the intent and true meaning of these Presents.

Upon Nonpayment to distrain.

And as for and concerning the said Mannors and Lordships of *S. L.* &c. the said Rectory and Parsonage of *S.* and all and singular the Lands, Tenements, and Hereditaments whatsoever, of the said *P.* Viscount *S.* in the Towns, &c. of *S.* &c. reputed or occupied, as part or parcel of the said Mannors or Lordships, or any of them. And all other the Lands and Hereditaments, to the said last mentioned Mannors or Lordships, or any of them belonging or appertaining; To the use and behoof of the said *A. S.* Sir *J. P.* and Sir *C. H.* their Executors, Administrators and Assigns, for and during the Term of 80 years, to be accounted from the Day of the Date hereof, and from thenceforth fully to be compleat and ended, if the said *P.* Viscount *S.* and *J.* Viscount *S.* his Wife, shall both of them so long live. Upon Trust and confidence nevertheless, and to the intent and purpose, That they the said *A. S.* Sir *J. P.* and Sir *C. H.* their Executors, Administrators and Assigns, shall out of the Rents, Issues and Profits of the same Premises yearly, during the said Term, at the Feasts of St. *M.* &c. and the Annunciation, &c. pay the sum of 500 *l.* unto the said Viscount, for his own Personal Maintenance and Expences. The same to be paid to his own proper hands only, and not to be paid unto any other Person or Persons, upon, or by reason of any Assignment or Appointment, of, or by the said Viscount, or by reason of any his Act or Incumbance, or otherwise howsoever. It being the Agreement of all the said Parties to these Presents; and so hereby declared, That it shall not be in the power or disposition of the said Viscount, to alien or dispose of the said 500 *l.* per Annum, or any part thereof, before the same shall

To Trustees for 80 years, if Husband and Wife so long live.

For paying 500 *l.* per Ann. to the Husband. For Personal Maintenance during the joynt live of him and his Wife.

Not to be in the power of him to dispose it before due, nor subject it to any Incumbance, from

from time to time grow due to be paid, or to dispose of the Trust concerning the same, or to subject the same to any charge or incumbrance of the said Viscount.

But if in Law or Equity it shall be made liable to Incumbrance the Trust shall cease for so long and the Money remain in the Trustees hands to their own use.

But that if the same shall either in Law or Equity be made subject or liable to the satisfaction or discharge, of any Debt or Incumbrance, of, or by the said Viscount, That for so long time the Trust as concerning the said 500 *l. per Annum*, or the payment thereof, out of the Profits of the said Premises to the said Viscount, or any other Person or Persons whatsoever, claiming in Law or Equity, by, from or under him, or by his Act or Incumbrance shall cease, and the said 500 *l. per Annum* shall remain in the hands of the said *A. S. Sir J. P. and Sir C. H.* their Executors and Administrators, and be retained to and for their own proper use and benefit.

Residue of the Profits to be paid to the wife into her own Hands.

And upon special Trust and Confidence, as to all the rest and residue of the Rents, Issues, and Profits of the said Mannors and Premises, (other than the said 500 *l.* as aforesaid.) And to the intent and purpose, That they the said *A. S. Sir J. P. and Sir C. H.* their Executors, Administrators and Assigns, shall pay and dispose of the said rest and residue of the Rents, Issues, and Profits of the said Mannors, Lands, and Premises, from time to time, as they shall be received, unto the said *J. Viscount S.* to be paid to her own hands, or to such Person or Persons, as by any Note or Notes, Writing or Writings, to be by her signed, she shall from time to time appoint the same to be paid for and towards the sustentation of her self and Children (if she shall have any) and of her Family; and not to be paid to the said *P. Viscount S.* or other than as aforesaid. And that the Acquittances of the said *J. Viscount S.* by her Signed with her own proper hand, or such Person or Persons by her to be appointed, as aforesaid, to receive the same, shall be from time to time, sufficient to discharge to the said *A. S. Sir J. P. and Sir C. H.* their Executors, Administrators and Assigns, of and for the said Moneys which shall be so paid.

For sustentation of her self and Children.

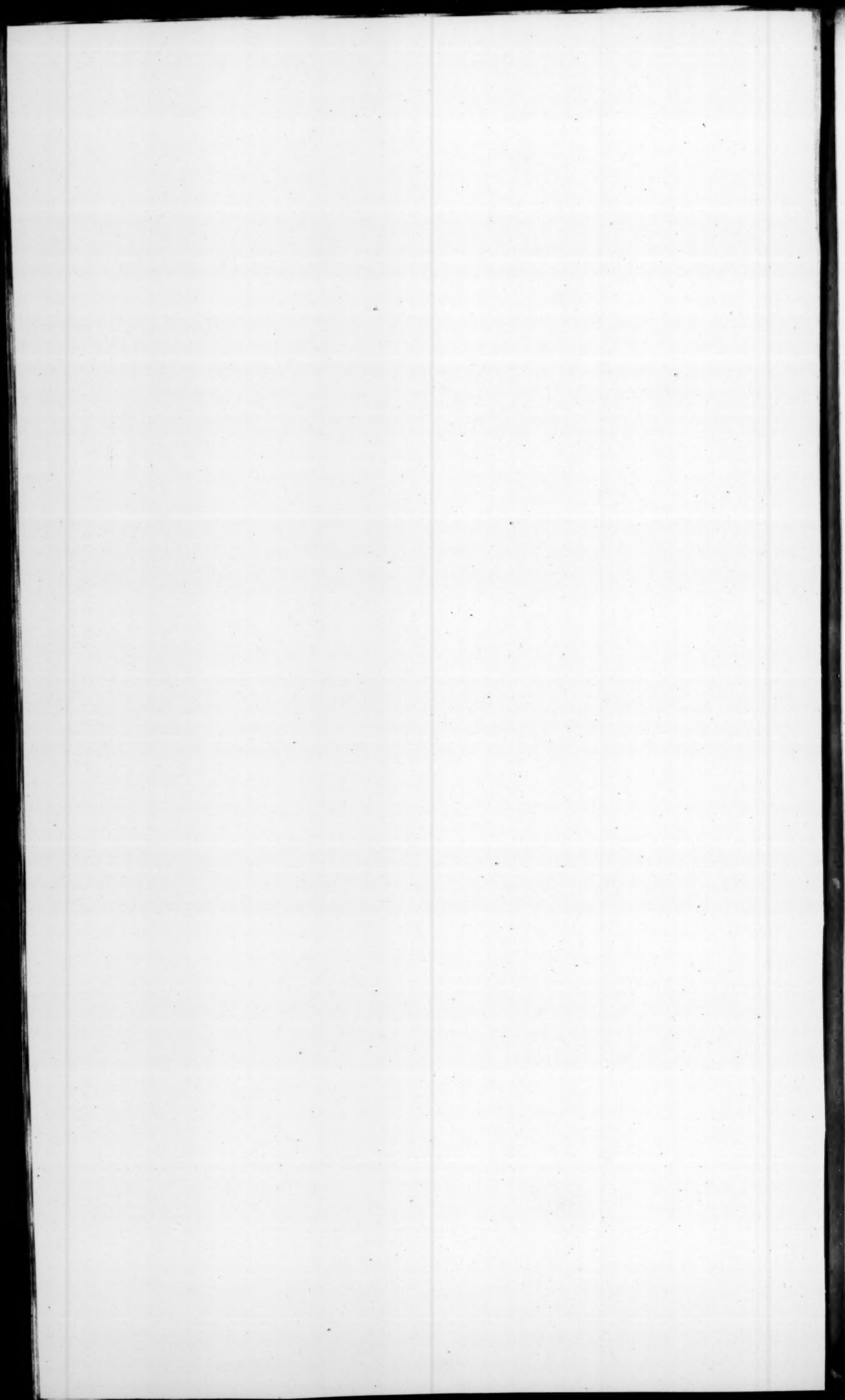
Her acquittances sufficient.

The forementioned Premises which are limited to the Trustees for the 80 years and other Premises.

And as for and concerning all and singular the said Mannors and Premises so limited, in use to the said *A. S. Sir J. P. and Sir C. H.* for the said Term of 80 years, determinable as aforesaid, from and immediately after the expiration, ceasing, or other determination of the said Term of 80 years. And also, to, for and concerning the said Mannors and Lordships of *O. alias W. and P. alias P.* and all other the said Lands, Tenements, and Hereditaments, out of which the said several Annuities or Rents are herein before limited, or appointed to be issuing, charged and chargeable with the said several yearly Rents. And all the rest and residue of the said Mannors, Lordships, Lands, Tenements and Hereditaments whatsoever of the said *P. Viscount S.* in the said recited Indenture Tripartite, and in the said Fine and Common Recovery, or any of them comprised, or to be comprised, from and immediately after the said Recovery suffered, To the use and behoof of the said *P. Viscount S.* for and during term of 99 years, to be accounted from the Day before the Date of these Presents, and from thenceforth next ensuing and fully to be compleat and ended, if the said *P. Viscount S.* shall so long live without Impeachment, of or for any manner of Waste.

To the Husband for 99 years if he so long lives.

And



And from and after the Determination of that Estate, *To the use and behoof* of the said A. S. Sir J. P. and Sir C. H. and their Heirs and Assigns, for and during the Natural life of the said Viscount upon *Trust only*, for preserving the contingent Uses and Estates herein after limited concerning the same, and for that purpose to make Entries as there shall be occasion; but that they shall not convert the Rents, Issues, or Profits thereof, to their, or any of their own Use or Uses.

Limitation to preserve contingent Uses.

And from and immediately after the Death of the said P. Viscount S. Then as for and concerning the said Mannors and Lordships of S. &c. and all other the said Lands, Tenements, and Hereditaments herein before limited to the said A. S. Sir J. P. and Sir C. H. their Executors and Administrators, for the Term of 80 years, if the said P. Viscount S. and J. Viscountess S. shall both of them so long live, as aforesaid, *To the use and behoof* of the said J. Viscountess S. for and during the Term of her Natural life, for and in the name of her Joynture, and in full recompence, lieu and satisfaction of all the Dower, which she may, or otherwise might claim, have, or challenge, in all or any the Mannors, Lands, Tenements, or Hereditaments of the said P. Viscount S. her Husband.

Then all the Lands before limited to the Trustees for 80 years if, &c. To the Wife for Joynture.

And from and immediately after her decease, *To the use and behoof* of the first Son of the said P. Viscount S. on the Body of the said J. Viscountess S. begotten, or to be begotten, and the Heirs of the Body of such first Son lawfully to be begotten. And for default of such Issue, *To the use and behoof* of the second Son of the said P. Viscount S. on the Body of the said J. Viscountess S. begotten, or to be begotten, and the Heirs of the Body of such second Son lawfully to be begotten. And for default of such Issue, *To the use and behoof* of the third Son of the said P. Viscount S. on the Body of the said J. Viscountess S. to be begotten, and the Heirs of the Body of such third Son lawfully to be begotten. And for default of such Issue, *To the use and behoof* of the Fourth Son of the said P. Viscount S. on the Body of the said J. Viscountess S. to be begotten, and the Heirs of the Body of such Fourth Son lawfully to be begotten. And for default of such Issue, *To the use and behoof* of the Fifth, Sixth, Seven, Eighth, Ninth, Tenth, and all other the Sons of the said P. Viscount S. on the Body of the said J. Viscountess S. to be begotten severally, successively, and respectively, one after another, in order and course, as they shall be in order and Seniority of Age and Priority of Birth, and the several Heirs of their several and respective Bodies lawfully to be begotten. The Elder of the said Sons, and the Heirs of his Body, being always preferred before the younger, and the Heirs of their Bodies. And for default of such Issue, *To the use and behoof* of the said A. S. Sir J. P. and Sir C. H. their Executors, Administrators and Assigns, for and during the Term of 200 years from thenceforth next ensuing fully to be compleat and ended.

First Son, &c. on the Body of the now Wife.

For default of such to the Trustees for 200 years.

Nevertheless upon such Trusts and Confidences as are herein after mentioned and declared, concerning the same Term of years and Estate. And from & after the End, Surrender, or other determination of the said Term of 200 years Then *to the use & behoof* of the first Son of the said P. Viscount S. on the Body of any other Woman lawfully to be begotten, and the Heirs of the Body of such first Son lawfully to be begotten.

Provision for First Son, &c. by any other Woman.

And for default of such Issue *To the use* and behoof of the second Son of the said *P. Viscount S.* on the Body of any other Woman lawfully to be begotten, and the Heirs of the Body of such second Son lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and all other the Sons of the said *P. Viscount S.* on the Body of any other Woman lawfully to be begotten, severally, successively, and respectively one after another, in order and course as they shall be in order and Seniority of Age, and Priority of Birth, and the several Heirs of their several and respective Bodies lawfully to be begotten. The Elder of the said Sons, and the Heirs of his Body being always preferred before the younger, and the Heirs of their Bodies, And for default of such Issue, *To the use* and behoof of all the Daughter of the said *P. Viscount S.* on the Body of the said *J. Viscountess S.* begotten and to be begotten, and the Heirs of the Bodies of all such Daughters lawfully to be begotten. And for default of such Issue, *To the use* and behoof of all the Daughters of the said *P. Visc. S.* begotten and to be begotten, and the Heirs of the Bodies of all the said Daughters lawfully to be begotten.

Daughters by
the now Wife.

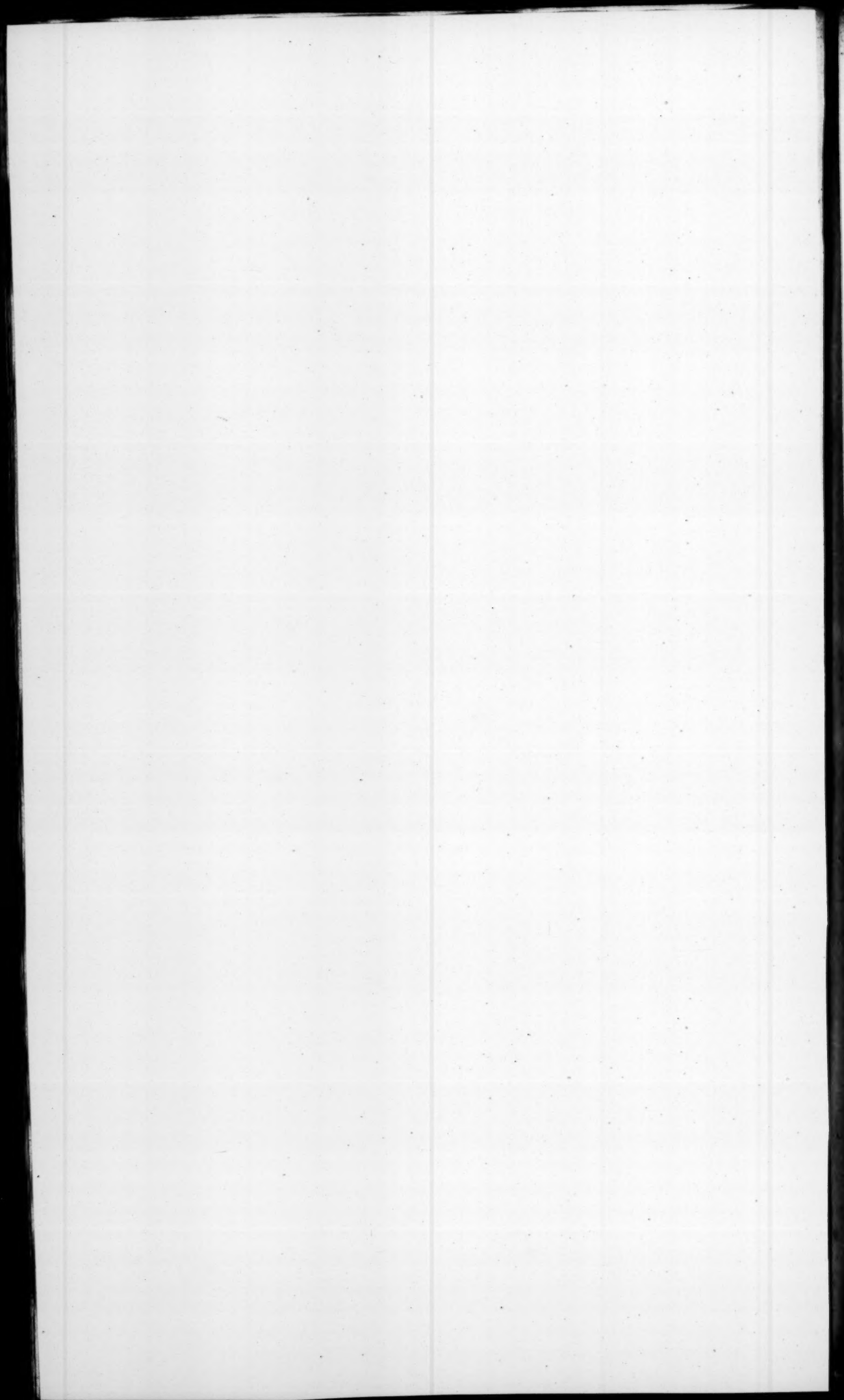
Daughters in
general.

Residue of the
Lands not the
Joynture after
decease of the
Husband to his
First son and
Heirs of the
Body of such
First son, &c.

Feme Enseint.

If a son, to him
and the Heirs
of his Body.

And as for and concerning all the rest and residue of the said Mannors, Lordships, Lands, Tenements, Hereditaments, and Premisses, whereof any use is herein before limited to the said *P. Viscount S.* and which are not herein before limited to the said *J. Viscountess S.* for her Joynture, from and immediately after the Decease of the said *P. Visc. S.* charged and chargeable respectively, as is before-mentioned, *To the use* and behoof of the first Son of the said *P. Visc. S.* and the Heirs of the Body of such first Son lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the second Son of the said *P. Viscount S.* and the Heirs of the Body of such second Son lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the third Son of the said *Ph. Viscount S.* and the Heirs of the Body of such third Son lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the fourth Son of the said *P. Viscount S.* and the Heirs of the Body of such fourth Son lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and all other the Sons of the said *P. Viscount S.* severally successively and respectively, one after another in order and course, as they shall be in order and Seniority of Age, and Priority of Birth, and the several Heirs of their several and respective Bodies lawfully to be begotten; the Elder of the said Sons, and the Heirs of his Body, being always preferred before the Younger, and the Heirs of their Bodies. And for default of such Issue, then in case the said *J. Viscountess S.* or any other Woman which shall be Wife of the said *P. Viscount S.* at the time of his Death, shall happen to be Enseint with Child by him at the time of his Death, *To the use* and behoof of the said *J. Viscountess S.* or such other Wife, until she shall be of such Child delivered, or die, which shall first happen, *in Trust*, for the benefit of such Child. And if such After-born Child shall happen to be a Son, *To the use* and behoof of such After-born Son, and the Heirs of his Body lawfully to be begotten. And for default of such Issue, *To the use* and behoof of the said *A. S. Sir J. P. and Sir C. B.* their



their Executors, Administrators and Assigns, for and during the Term of Three hundred years from thenceforth next ensuing fully to be complete and ended.

In default of such to the Trustees for 300 years.

Nevertheless, upon such Trusts and Confidences as are herein after mentioned and declared, concerning the same Term of years and Estate. And from and after the End, Surrender, or other Determination of the said Term of Three hundred years, Then *To the use* and behoof of all the Daughters of the said *P. Viscount S.* on the Body of the said *J. Viscountess S.* begotten, or to be begotten, whether they shall be born before or after the Death of the said Viscount, and the Heirs of the Bodies of all such Daughters. And for default of such Issue, *To the use* and behoof of all the Daughters of the said *P. Viscount S.* begotten, and to be begotten, whether they shall be born before or after the Death of the said Viscount, and the Heirs of the Bodies of the said Daughters. And for default of such Issue, and after the respective Determinations of all the several Estates thereof above limited, and as they shall respectively determine. Then as for and concerning all and singular the said Mannors, Lordships, Lands, Tenements, Hereditaments and Premises whatsoever, in the said recited Indenture Tripartite, and the said Fine and Recovery, or any of them, comprised, or to be comprised, whereof any Use is herein before limited to the said *P. Viscount S.* or the said *J. Viscountess S.* or either of them, *To the use* and behoof of the said *A. S. Sir J. P.* and *Sir C. H.* their Heirs, and Assigns for ever.

Daughters by his now Wife.

Daughters in general.

To the Trustees in Fee.

Upon special Trust and Confidence nevertheless, and to the intent and purpose, That in case the said *J. Viscountess S.* shall survive the said *P. Viscount S.* her Husband, Then they the said *A. S. Sir J. P.* and *Sir C. H.* their Heirs and Assigns, shall and will convey and dispose of their said Estate in the Fee simple and Inheritance of all the said Premises, to, or to the use of such Person or Persons, for such Estate and Estates, either in Fee-simple or otherwise, as the said *J. Viscountess S.* at any time or times, whether Covert or Sole, or under her full Age of 21 years, by any Deed or Deeds, Writing or Writings, or last Will in Writing, or other Writing purporting her last Will, by her Signed and Sealed in the Presence of two or more Credible Witnesses shall appoint. And in default of such Appointment, and of such part and parts thereof, whereof no such Appointment shall be made, *To the use* and behoof of the said *J. Viscountess S.* and her Heirs. And in case she shall happen to die before the said Viscount, That then they shall convey and dispose their said Estate in the Fee simple and Inheritance of the said Mannors and Lordships of *S. L.* and *W.* the said Rectory and Parsonage of *S.* and of all the said Lands and Hereditaments in *S. W. W. F. C. H. S. E. S. F.* and *H.* reputed or occupied as part or parcel of the said Mannors or Lordships, and of all other the Lands and Hereditaments to the said Mannors or Lordships, or any of them belonging or appertaining, expectant upon the said several Estates thereof herein before limited, to such Person or Persons, and for such Estate and Estates, either in Fee-simple, or otherwise, as the said *J. Viscountess S.* at any time or times; notwithstanding her Coverture, or during her Minority, or after her full Age of 21 years, by any Deed or Deeds, Writing or Writings, or last Will in Writing, or other Writing purporting her last

In trust that they shall convey as the Wife (if she survives) shall appoint.

In default of appointment to her and her Heirs.

Or if she dies before her Husband,

Then to such persons as she shall appoint notwithstanding her Minority or Coverture.

In default of
appointment by
her to such as
he shall appoint

last Will by her Signed and Sealed in the presence of two or more credible Witnesses shall appoint. And in default of such Appointment, and of such part and parts thereof whereof no such Appointment shall be made, shall and will convey and dispose their said Estate in the Fee-simple and Inheritance of the same last mentioned Premises. As also in case the said *P. Viscount S.* shall survive the said *J. Viscountess S.* they shall and will convey and dispose their said Estate in the Fee-simple and Inheritance of all the residue of the said Mannors, Lands and Premises, to the said Viscount and his Heirs or to such other Person or Persons as the said Viscount by any his Deed or Deeds, Writing or Writings, or last Will in Writing, by him Signed and Sealed in the presence of two or more credible Witnesses, shall nominate or appoint in that behalf.

The 200 years
declared to be
for raising Por-
tions and main-
tenance for
Daughters by
his now Wife.

And it is hereby declared, meant and agreed, by and between all and every the said Parties to these Presents, and the true intent and meaning of them, and every of them and of these Presents is, That the said Term and Estate herein before limited unto the said *A. S. Sir J. P. and Sir C. H.* their Executors, Administrators and Assigns, for the said Term of Two hundred years, is upon this special Trust and Confidence, and to the intent and purpose, That in case the said *P. Viscount S.* shall have any one or more Daughter or Daughters begotten on the Body of the said *J. Viscountess S.* which shall be living at the time of the Death of the said *J. Viscountess S.* That then they the said *A. S. Sir J. P. and Sir C. H.* or the Survivors or Survivor of them, or the Executors or Administrators or Survivor of them, shall by, with, and out of the Rents, Issues and Profits of the said Mannors, Lands and Premises, to them limited for the said Term of 200 years, or by Sale or Demise thereof, or of any part thereof, for all or any part of the said Term, or by all or any of the said Means, or otherwise, as to them in their Discretions shall seem meet, levy and raise Moneys for the Portion or Portions, and yearly Maintenance of such Daughter or Daughters, in such sort and proportion, and to be paid in such manner and form as is herein after mentioned (that is to say,) *In case* there shall be one such Daughter and no more then the Sum of 10000 Pounds shall be levied and raised for the Portion of such one Daughter. And if there be two or more such Daughters, then the Sum of 12000 Pounds shall be levied and raised for the Portions of such two or more Daughters to be equally divided amongst all such Daughters. Which said Portion or Portions shall be paid unto such Daughter or Daughters, who shall be under the Age of 16 years at the time of the Death of the said *J. Viscountess S.* at her or their respective Age or Ages of 16 years. *But if* she or they, or any of them, shall have attained the said Age of 16 years before the Death of the said Viscountess, then the Portion or Portions of such Daughter or Daughters, which shall have so attained her or their Age of 16 years, shall be paid unto her or them respectively within one year after the Death of the said Viscountess.

And

And upon this farther Trust and Confidence, and to this farther intent and purpose, That the said *A. S. Sir J. P.* and *Sir C. H.* and the Survivors and Survivor of them, and the Executors or Administrators of the Survivor of them, shall by, with, and out of the Moneys to be levied and raised as aforesaid, pay and allow unto all such Daughter or Daughters of the said *P. Viscount S.* begotten on the Body of the said *J. Viscountess S.* which shall be living at the time of the Death of the said Viscountess, so much Money for her or their Maintenance and Education, as the Interest of her or their respective Portion or Portions shall amount unto, after the rate of *3 l. per Cent.* for a year, from the time of the Death of the said Viscountess, until such time as her or their respective Portion or Portions before mentioned shall become due or payable unto her or them respectively.

The maintenance to be as much as the interest of the Portions.

And upon this farther Trust and Confidence also, That after all the said Portions and Sums of Money shall be levied and raised together, with all Charges in or about the levying or raising thereof, Or, that any person or persons, to whom any Estate is herein before limited in Remainder of the same Premises, shall pay the same within the respective time and times limited for payment thereof, That then at any time after, as also in case there shall be no such Daughter or Daughters at the time of the Death of the said Viscountess, They the said *A. S. Sir J. P.* and *Sir C. H.* their Executors, Administrators and Assigns, shall and will at the reasonable Request and proper Costs and Charges of such person or persons to whom the next and immediate Estate for the time being, of and in the Premises expectant upon the determination of the said Term of 200 years, shall by the true intent and meaning of these Presents belong or appertain, surrender and yield up the said Estate and Term of years unto such person or persons so requiring the same.

After Portions raised and paid, or if there shall be no Daughter, then the Trustees shall surrender the Term to the next in Reversion.

And it is hereby declared, meant and agreed by and between all and every the said Parties to these Presents, and the true intent and meaning of them, and every of them, and of these Presents, is, That the said Term and Estate so as aforesaid limited unto the said *A. S. Sir J. P.* and *C. H.* their Executors, Administrators and Assigns, for the said Term of 300 years, is upon this special Trust and Confidence and to the intent and purpose, That in case the said *P. Viscount S.* shall have any one or more Daughter or Daughters begotten by him after the Death of the said *J. Viscountess S.* his Wife upon the Body of any other Woman which shall then be his Wife, which Daughter or Daughters shall be living at the time of the Commencement of the said Term of 300 years; Or that any such other Woman, which shall be Wife of the said *P. Viscount S.* at the time of his Decease, shall then be enfeint and with Child of any Daughter or Daughters begotten by the said *P. Viscount S.* That then they the said *A. S. Sir J. P.* and *Sir C. H.* or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, shall by, with, and out of the Rents, Issues and Profits of the said Mannors, Lands, and Premises to them limited for the said Term of 300 years, or by Sale or Demise thereof, or of any part thereof, for all or any part of the said Term, or by all or any of the said means or otherwise as to them in their Discretions shall seem meet, levy and raise Moneys for the Portion or Portions and yearly maintenance of such Daughter or Daughters, whether they

The 300 years to be for Portions and maintenance for Daughters by any other Wife.

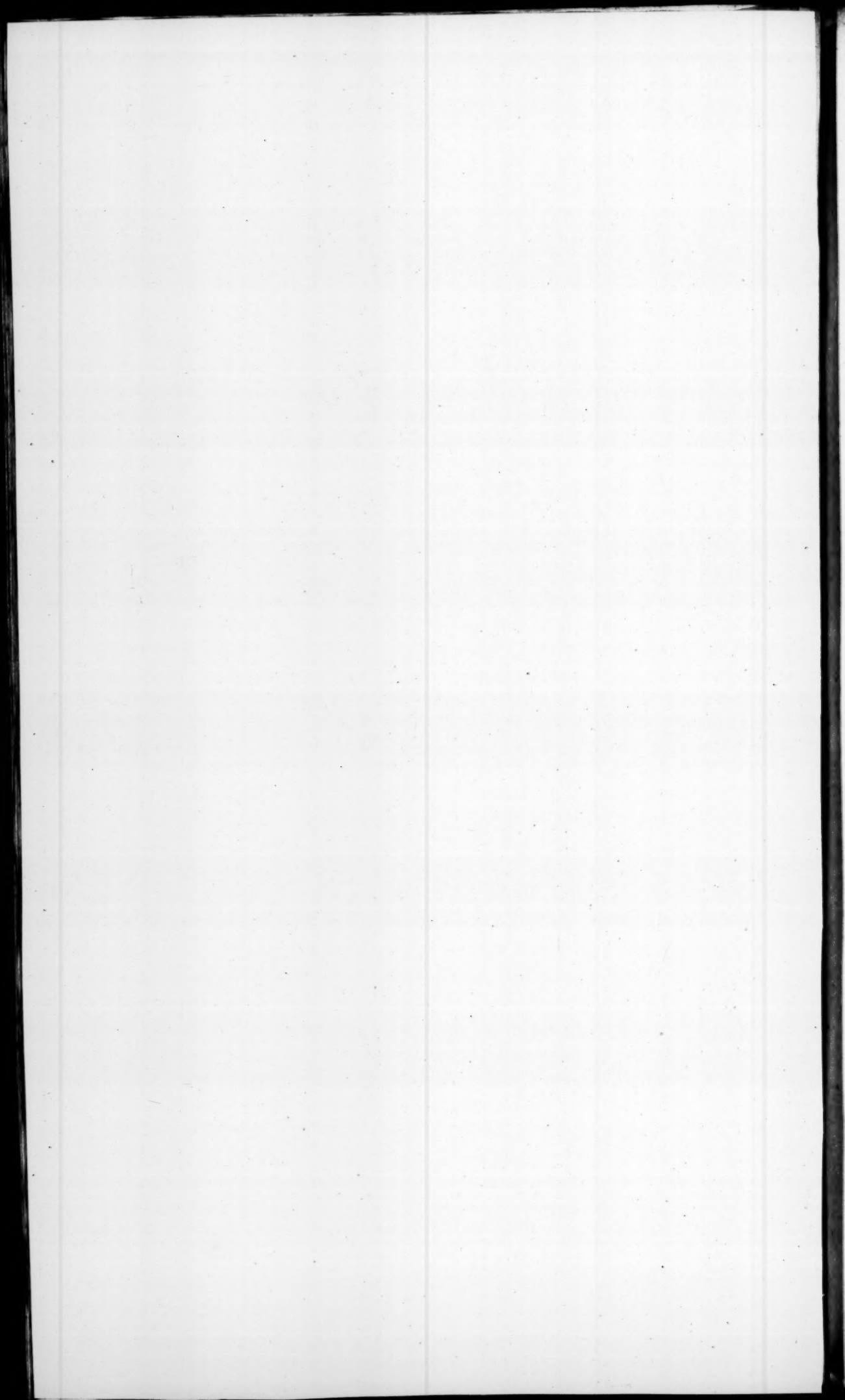
be

Maintenance
till Portions
payable.

be born before or after the Commencement of the said Term in such sort and proportion, and to be paid in such sort, manner and form as is herein after-mentioned (that is to say) *In Case* there shall be one such Daughter, and no more, then the Sum of 10000*l.* shall be levied and raised for the Portion of such one Daughter; And if there shall be two or more such Daughters, then the Sum of 12000*l.* shall be levied and raised for the Portions of such two or more Daughters, to be equally divided amongst all such Daughters; Which said Portion or Portions shall be paid unto such Daughter or Daughters who shall not be born, or shall be under the Age of 16 years at the time of the Commencement of the said Term of 300 years respectively, at her or their respective Age or Ages of 16 years. *But if* she or they, or any of them, shall have attained the said Age of 16 years before the Commencement of the said Term of 300 years, then the Portion or Portions of such Daughter or Daughters which shall have attained the said Age of 16 years before the Commencement of the said Term of 300 years, *And upon* this farther Trust and Confidence, and to this farther intent and Purpose, That the said *A. S.* Sir *J. P.* and Sir *C. H.* and the Survivors and the Survivor of them, and the Executors or Administrators of the Survivor of them, shall out of the profits of the said Mannors, Lands, and Premises, pay and allow unto all such Daughter or Daughters of the said *P. Viscount S.* which shall be living at the Commencement of the said Term of 300 years, or born afterward, so much money for her or their maintenance and Education, as the Interest of her or their respective Portion or Portions, shall amount unto after the rate of 3*l. per Cent.* for a year, from the time of the Commencement of the said Term and Estate for 300 years, until such time as her or their respective Portion or Portions before-mentioned, shall become due and payable unto her or them respectively; *And upon* this farther Trust and Confidence also, That after all the said Portions and Sums of Money shall be levied and raised, together with all charges in or about the levying or raising thereof, Or that any person or persons, to whom any Estate is herein before-limited in Remainder of the same Premises, shall pay the same within the respective time and times limited for payment thereof, That then at any time after, as also in case there shall be no such Daughter or Daughters, at the time of the Commencement of the said term and Estate for 300 years, Nor that any such Woman, other then the said *J.* now Viscountess *S.* which shall be the Wife of the said *P. Viscount S.* at the time of his Decease, shall then be enfeint of any Daughter which shall be after born alive, They the said *A. S.* Sir *J. P.* and Sir *C. H.* their Executors, Administrators, and Assigns, shall and will, at the reasonable request and proper Costs and Charges of such person or persons, to whom the next and immediate Estate for the time being, of and in the Premises expectant, upon the determination of the said Term of 300 years, shall by the true intent and meaning of these presents belong or appertain, surrender and yield up the said Estate and Term of years unto such person or persons so enquiring the same.

Proviso to let
Leases for 21
years.

Provided always, and it is hereby declared, meant and agreed, by and between all and every the said Parties to these Presents, and the intent and meaning of them, and every of them and of these presents is, That the said *P. Viscount S.* shall have full liberty, power and



and Authority and that it shall and may be lawful to and for him the said Viscount, from time to time, and at all times during his life by any Deed or Deeds, writing or writings, under his own proper hand and seal, to be subscribed and sealed in the presence of two or more Credible Witnesses, to demise, grant, or lease in possession, to any person or persons whatsoever, for the term of 21 years, or under, from the making of the same, all or any part or parts of the Premises herein before limited in use to the said Viscount, and which are not limited for the Joynture of the said J. Viscountess S. And likewise that the said P. Viscount S. and I. Viscountess S. his Wife, shall have full Liberty, Power, and Authority, during their joynt Lives, and after the Death of the said I. Viscountess S. that the said P. Viscount S. during his life, shall have full Liberty, Power, and Authority, and that it shall and may be lawful to and for the said P. Viscount S. and I. Viscountess S. his Wife, during their joynt Lives, and after the Death of the said J. Viscountess S. to and for the said P. Viscount S. during his life, by any Deed or Deeds, Writing or Writings, under the proper Hands and Seals of the said Viscount and Viscountess, during their joynt lives, and after under the Hand and Seal of the said Viscount, to be subscribed and sealed in the Presence of two or more credible Witnesses, To demise, grant, or lease in possession, to any person or persons whatsoever, for the term of 21 years or under, from the making the same, all, or any part or parts of the Premises herein before limited for the Joynture of the said J. Viscountess S. So that upon every such Lease or Leases, Demise or Demises of all, or any of the same Premises, as well of such of them as are not limited for the Joynture of the said J. Viscountess S. as of such of them as are limited for her Joynture there shall be reserved to continue due and payable during the continuance of the said respective terms, the greatest yearly Rent or Rents or more, as within the space of seven years now last past, have or hath been reserved or payable for such part or parts of the Premises as shall be so leased or demised, or a proportionable part thereof, where only part shall be so leased or demised.

In Leases of the Joynture Lands the Wife must joyn.

Provided also, and it is hereby declared, meant and agreed, by and between all and every the said Parties to these Presents, and the farther intent and meaning of them, and every of them, and of these Presents is, That the said P. Viscount S. shall have full Power, Liberty, and Authority, and that it shall and may be lawful to and for him the said Viscount, after the Decease of the said J. Viscountess S. from time to time, and at all times during his life, by any Deed or Deeds, Writing or Writings, under his proper Hand and Seal, to be by him subscribed and sealed in the presence of three or more credible Witnesses, to grant, limit, or appoint any part or parts of the Mannors, Lands, Tenements and Hereditament herein before limited for the Joynture of the said J. Viscountess S. (other than and except the said Mannors and Lordships of S. L. and W. with the Appurtenances) or any Reversion or Reversions depending upon any Lease or Limitation, Leases or Limitations of the same Premises, by virtue of any Power or Proviso herein contained (except as aforesaid) To or for the use of any Woman or Women which the said P. Viscount S. shall hereafter happen to marry, for and during the natural life or lives of such Woman or Women respectively, for and in lieu, name, or stead of her or their

Proviso if this Wife dies, may limit the Joynture Lands for another Wife

Joynt

Or raise an Annuity for Joynture.

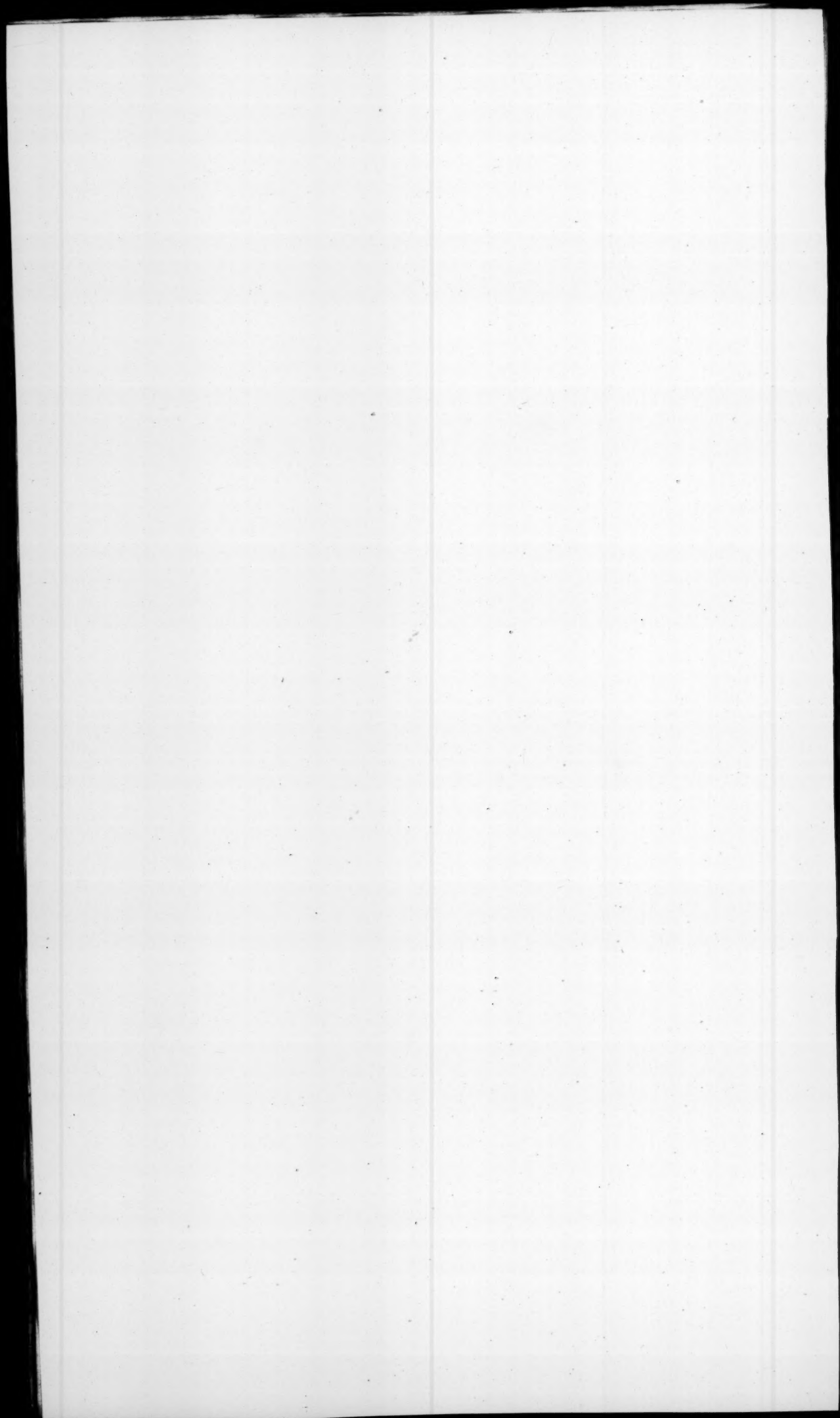
Joynture or Joyntures; Or otherwise, That the said *P. Viscount S.* shall have full Power, Liberty, and Authority, and that it shall and may be lawful to and for him the said Viscount, from time to time, and at any time or times hereafter during his natural life, from and after the Death of the said *I. Viscountess S.* by any Deed or Deeds, Writing or Writings, under his proper Hand and Seal, to be by him subscribed and sealed in the presence of three or more credible Witnesses, to grant, limit, or appoint, with sufficient Clause of Distress or otherwise at his choice or pleasure, unto or for such Woman or Women, which he the said Viscount shall hereafter happen to marry, or to any other person or persons as in Trust or Confidence, for or to the use of every or any such Woman or Women, for and during the natural life and lives of every or any such Woman or Women, One or more annual or yearly Rent or Rents-charge, or other, nor exceeding the yearly Sum of 1000*l.* to be issuing and payable, and to be paid unto, or for or to the use of every, or any such Woman or Women which the said Viscount shall so marry, out of all and singular, or any of the said Mannors, Lands, Tenements, and Hereditaments herein before limited, for the Joynture of the said *I. Viscountess S.* or out of any part or parcels thereof (except the said Mannors and Lordships of *S. L.* and *W.* with their Appurtenances) To have and to hold the same annual or yearly Rent or Rents, for and during the several natural life or lives of every or any such Woman or Women whom the said *P. Viscount S.* shall hereafter happen to marry, and the same to be yearly payable at or upon the Feast-days of St. *Mich.* the Archangel, and the Annuciation of &c. by even and equal Portions, And the first payment thereof to begin and commence at such of the same Feast-days as shall first and next happen after the Decease of the said Viscount.

May grant Annuities out of other Lands not the Joynture.

Provided also, and it is hereby declared, meant, and agreed by and between all and every the said parties to these Presents, and the farther intent and meaning of them, and every of them, and of these Presents is, That the said *P. Viscount S.* shall have full Power, Liberty, and Authority, And that it shall and may be lawful to and for him the said Viscount, by any Deed or Deeds, Writing or Writings, under his proper Hand and Seal, to be by him subscribed and sealed in the presence of three or more Credible Witnesses, to grant, limit, or appoint, with sufficient Clause or Clauses of Distress, or otherwise, at his choice or pleasure, out of all and singular, or any the Mannors, Lands, Tenements, Hereditaments and Premises herein, before limited in use to the said *P. Viscount S.* which are not herein, or hereby limited for the Joynture of the said *I. Viscount S.* One Annuity or yearly Rent of 40*l.* of lawful, &c. unto *A. B.* of, &c. for and during the Term of the natural life of him the said *A. B.* And one other Annuity or yearly Rent of 40*l.* of, &c. unto *J. D.* of, &c. The same Annuities or yearly Rent to be paid at such Feasts or Days of Payment as in such Deed or Deeds Writing or Writings shall be in that behalf expressed.

May appoint part of the Premises or portions out of the Premises for younger Sons.

Provided also, And it is hereby declared meant and agreed by and between all and every the said Parties to these Presents, and the farther intent and meaning of them, and every of them, and of these Presents is, That the said *P. Viscount S.* shall have full Power, Liberty, and Authority, and that it shall and may be lawful, to and for the



the said Viscount, in case he shall have any more Sons begotten upon the Body of the said *I. Viscountess S.* then one, to grant, Lease, Limit, Assign, or appoint by any Deed or Deeds, Writing or Writings, under his proper Hand and Seal to be by him subscribed and sealed in the presence of three or more Credible Witnesses, unto, or to the use of any such younger Son or Sons of the said Viscount and Viscountess, any part or parts of the said Mannors, Lands and Premises herein before limited, in use to the said *P. Viscount S.* not exceeding in the whole the yearly Value of 500*l. per Annum*, either in Fee tail or for Life, or Lives, or for any number of years not exceeding two thousand years, and with, or without reservation of any Rent or Rents, as to him the said Viscount shall seem meet, Subject nevertheless to, and charged with the Joynture of the said *I. Viscountess S.* if such Grant, Lease, Limitation, Assignment, or Appointment shall be made of any of the said Premises to her limited for her Joynture.

Subject to the Joynture (if of the Joynture Lands.)

Provided likewise, And it is farther declared, meant and agreed by and between all and every the said Parties to these Presents, And the farther intent and meaning of them and every of them and of these Presents is, That in case, the said *P. Viscount S.* shall have any one or more Son or Sons by him begotten upon the Body of the said *I. Viscount S.* and shall also have any one or more Daughter or Daughters by him begotten upon the Body of the said *I. Viscountess S.* That then he the said Viscount shall have full Power, Liberty, and Authority, and that it shall and may be lawful, to and for him the said Viscount, by any Deed or Deeds, Writing or Writings, to be by him subscribed and sealed in the presence of three or more credible Witnesses, to make any Lease or Leases of any part or parts, parcel or parcels of the said Mannors, Lands, and Premises herein before limited in use to the said Viscount, not exceeding the value of 1000*l. per Annum*, to any person or persons for any number of years, not exceeding 60 years, upon express Trust in such Deed or Deeds, Writing or Writings, to be contained, for raising a Portion or Portions for such Daughter or Daughters, not exceeding the Sum of 3000 for any one such Daughter, and that the same Lease or Leases shall be surrendered, or otherwise determine, when such Portion or Portions shall be raised; Provided nevertheless, that no such Lease to be made, during the life of the said *I. Viscountess S.* of any part of the Premises to her limited for her Joynture, shall be limited to commence or take effect in Possession after the Death of the Viscountess.

And likewise for Daughters.

And it is hereby farther declared and agreed, by and between all and every the said Parties to these Presents, and the full intent and meaning of these Presents, and of all and every the said Parties hereunto is, That none of the Powers hereby reserved, granted, or limited, to or for the said Viscount for granting, leasing, limiting, assigning, or appointing any part of the Premises unto, or to the use of any such younger Son or Sons of the said Viscount, or for making any Lease or Leases for raising any Portion or Portions for any such Daughter or Daughters of the said Viscount, shall in any wise prejudice the Estate herein before limited to the said *I. Viscountess S.* for her Joynture.

None of these Powers shall Prejudice the Joynture.

The fine and Recovery to enure for confirmation of such Estates to be made according to the powers before mentioned.

And it is hereby also declared and agreed by and between all and every the said Parties to these Presents, and the full intent and meaning of these presents, and of all and every the said Parties hereunto is, That immediately from and after such Joyntures, Leases, Estates, and Rents so made, granted, leased, charged, assigned, limited or appointed by the said P. Viscount S. alone, or by him and the said J. Viscountess S. his Wife, according to the Powers hereby given or limited unto him alone, or to him and his said Wife respectively, these Presents shall be and enure, and shall be adjudged, deemed, and taken to be and enure, of, for, and concerning the Premises so to be letten, granted, assigned, charged, limited or appointed, And the said Conusees in the said Fine, and the said Recoveror in the said Recovery, and his and their Heirs, shall stand and be seized thereof to the several and respective uses of the several and respective persons, their Heirs, Executors, Administrators and Assigns, to whom such Joyntures, Leases, and Estates shall be so made, limited, or appointed as aforesaid, for such Terms and Estates as shall be so leased, limited, or appointed to them according to the intent and true meaning of the said several and respective Deeds or Writings, so leasing, limiting, or appointing the same, And of the Reversion and Reversions thereof during the said Leases, Terms, and Estates, and of the Premises themselves, after the said Leases, Terms, and Estates shall be ended and determined, and as the same shall severally and respectively end and determine, To the several uses of such person and persons, and for such Estate and Estates, and with and under such Powers, Authorities, and Provisoos, and in such sort, manner, and form as the same are hereby declared, limited, and appointed, and as the same should have been if such Leases, Estates, or Terms so to be made by Virtue of these presents had not at all been.

And to the intent that those to whom rents are granted may receive the same accordingly.

And to the intent that such person and persons, to whom the said Viscount shall, according to the several and respective Powers hereby given or limited to him, grant, or limit any such Rent or Rents, may have and perceive out of the said Premises, or such part thereof as shall be therewith charged, the Rent and Rents that shall be so granted or limited.

Power to distrain for such Rents.

And it is hereby declared and agreed, That every of the same person and persons to whom such Rent or Rents shall be so granted or limited, and every of their Heirs, Executors, Administrators, and Assigns, according to the several and respective Estates to them limited, shall have full Power and Authority, and that it shall and may be lawful to and for them, and every of them respectively, to distrain as often as the said Rent or Rents, or any part thereof shall be behind and unpaid at the times wherein the same shall be limited to be paid, upon such of the said Lands and Premises as shall be by such grant or limitation therewith charged, or mentioned to be charged, And the Distress and Distresses to detain and keep, until they and every of them be of the said Rent or Rents and every part thereof fully satisfied.

And

And it is hereby farther provided, declared, and agreed, and the intent of all the said Parties to these Presents is, That every of the said Jointures, Leases, Grants, Limitations, and Estates, shall take effect and stand good, according as the said respective Joyntures, Leases, Grants, Limitations, and Estates shall in Priority of time be made one before the other, by force of any the Powers or Provisoes aforesaid, the intent of all the Parties to these presents being, that none of the subsequent Joyntures, Leases, Rents, Grants, Limitations, or Estates shall determine, charge, change, or make void the former, but every such Grant, Lease, Rent, Joynture, Limitation, and Estate to be in force, take effect, and continue respectively, and in order as every such Grant, Lease, Rent, Joynture, Limitation, or Estate shall precede others in point of time and Creation, without any respect at all to the order of Penning or Placing of the same Powers or Provisoes aforesaid mentioned in these present Indentures.

All Estates to be made shall stand good according to their Priority of time.

And the said P. Viscount S. for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and grant, to and with the said A. S. Sir J. P. and Sir C. H. their Heirs Executors, and Administrators, and every of them by these Presents, That he the said P. Viscount S. and all and every other person and persons whatsoever, having, or lawfully claiming, or which shall, or may at any time or times hereafter have or claim, any Estate, Right, Title, or Interest of, in, or to the Premises hereby granted, or of, in, or to any part or parcel hereof, by, from, or under him the said P. Viscount S. shall and will from time to time, and at all and every time and times hereafter, within the space of seven years next ensuing the Date of this present Indenture, At and upon the reasonable request of the said A. S. Sir J. P. and Sir C. H. their Heirs, Executors, or Administrators or any of them, but at the proper Costs and Charges of the said P. Viscount S. his Heirs Executors, or Administrators, do, make, levy, execute, knowledge, and suffer or cause to be done, made, levied, executed, acknowledged and suffered, All and every such farther and other reasonable Act and Acts, Thing and Things, Assurance and conveyances in the Law whatsoever, for the farther, better, and more perfect assuring, surety, sure-making, conveying, settling, establishing, or confirming of all the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments, and Premises whatsoever hereby granted, or, &c. or any of them, and of every or any part or parcel thereof, with all and singular their and every of their Appurtenances, unto and for such and the same uses, intents, and purposes and with and under such and the same Powers, Liberties, and Provisoes as the same Premises are, in, and by these Presents granted, conveyed, limited, and settled, or mentioned to be granted, conveyed, limited, or settled, Be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, indented or Poll, inrolled or not inrolled, common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said

Further assurance.

ways or means, or by any other ways or means in the Law whatsoever, As by the said *A. S.* Sir *J. P.* and Sir *C. H.* their Heirs Executors or Administrators, or their or any of their Counsel learned in the Law, shall be reasonably devised or advised, So as the same extend to no farther or other Warranty or Covenants, than against the Parties to such Assurances respectively, and for their own Acts only.

To the use before mentioned.

And lastly, It is hereby covenanted, granted, concluded, and agreed by and between the said Parties to these Presents, for them and their Heirs, And they do hereby publish and and declare, That all and singular common Recovery and Recoveries of the Premises, or any part or parts thereof, wherein the said *H. K.* and *H. L.* are or shall be Tenants to the Precipe, and all farther and other Assurances and Conveyances whatsoever of the said Premises, and every or any part or parcel thereof, at any time after the end of *E.* Term next ensuing the date hereof, had, made, levied, executed, or acknowledged between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed, and taken to be and enure, To the same use, intents and purposes, and with and under the same Powers, Liberties, and Provisoos as the same Premises are in and by these Presents limited and settled, or mentioned to be limited or settled: In witness, &c.

An

An Act for the Inabling P. Viscount S. to sell certain Lands and Tenements for the payment of his Debts, Referring to the last mentioned settlement.

WHEREAS P. Viscount S. within the Kingdom of Ireland, coming to the Age of One and twenty years, in the Year of our Lord God 1655. and being seized in fee-simple of and in several Lordships, Mannors, Lands, and Tenements within the County of Kent, which descended unto him by the death of T. Viscount S. within the said Kingdom of Ireland his Father; And having before that time married the Lady J. one of the Daughters of the Right Honourable R. C. of L. did in Hill. Term, An. Dom. 1655. voluntarily, and without any consideration of Money paid by the said C. of L. (either before or after his said Marriage) levy and suffer a Fine and Common Recovery of the Mannors of S. and the Mannor or Lordship of B. in the said County of Kent, (amongst other things) & by a certain Indenture Quadripartite, bearing date the 30th day of M. Ann. Dom. 1655. made between the said Viscount and Viscountess of the first part, H.R. and H.L. Gent. of the second part, R. N. Esquire, of the third part: and A. S. Esq. J.P. Baronet, and C.H. Knight of the fourth part; The use of the said Fine and Recovery was declared to be as for and concerning the said Mannors and Lordships of S. and B. to the use of the said A.S. J.P. and C.H. their Heirs and Assigns, upon special Trust, that they might by Sale, Mortgage, or Demise, raise the Sum of 4000 l. and dispose the same for the payment of the proper Debts of the said Viscount then owing; And as for the other Mannors of S. and P. to the use of the said Viscount for the Term of 99 years, if he so long lived, without impeachment of Waste, And after the determination of that Estate, to the said A.S. J.P. and C.H. and their Heirs, during the said Viscount's life, to preserve the Contingent Uses, to wit, to the use of the first, second, third, and so to the tenth Sons of the said Viscount, and the Heirs of the Body of such Sons respectively; and for want of such Issue Male, to the use of all the Daughters of the said Viscount on the Body of the said Viscountess to be begotten, and the Heirs of the Bodies of such Daughters; And for want of such Issue Male or Female as aforesaid, to the use of the said A.S. J.P. and C.H. and their Heirs in Trust, that in case the said Viscountess survived the said Viscount, the said Trustees, their Heirs and Assigns, should dispose the fee-simple of the said Mannors, as the said Viscountess should appoint, by Deed or last Will in Writing under her hand and Seal, in presence of two or more credible Witnesses; And for want of such appointment to the said Viscountess and her Heirs, And if the said Viscount should survive the said Viscountess, then the said Trustees should dispose the
fe.

free-simple of the said Mannors, as the said Viscount should appoint under his Hand and Seal.

And whereas the said J. P. and the said C. H. refusing to intermeddle in the Trust, in pursuance of a Derrée in the High Court of Chancery, made the 24th day of July, 1655. Released their Right and Interest of and in the said Mannors unto the said A. S. and his Heirs; And whereas the said Viscount had in the Year of our Lord 1658. by reason of his Imprisonment under the late Usurping Powers, for his free Contribution towards, and Loyal Endeavours for the most happy Restoration of his most Sacred Majesty, King CHARLES the Second, to his Kingdom; And by reason of his Debts amounting to four thousand pounds and upward, which should have been paid by the said A. S. out of the said Mannors as aforesaid, were not paid, although he the said A. S. received the Profits thereof, Increased his Debts to the Sum of Ten thousand pounds, for Security and Payment whereof, he the said Viscount, and the said Viscountess, Isabella his Wife, and A. S. aforesaid, by advice of Learned Counsel in the Law, by their Indenture bearing Date the first day of June 1658. to the intent a Fine might be thereof levied, did Grant, Bargain, and Sell to T. H. and his Heirs, all that Reversion or Remainder in free-simple of the said A. S. of the Mannors aforesaid, in the said County of Kent, with the Appurtenances, and all the Lands, Tenements, and Hereditaments of the said Viscount S. to the said Mannors belonging.

And whereas also the said Viscountess is since dead, and the said Viscount married unto the Right Honourable Mary Viscountess S. Daughter to T. P. Esq; And whereas the said Viscount S. hath not any considerable Personal Estate wherewith to satisfy his said Debts, nor any Lands whereof he can make Sale towards the Discharge thereof, nor will be any ways able to extricate himself from so great a Mischief, without the Assistance of an Act of Parliament to enable him to sell part of his Lands, so settled as in the first mentioned Indenture is contained.

And whereas since the Settlement aforesaid, and since the said Fine and Recovery levied and suffered, and the several Deeds and Fines thereupon made, whereby the said Debts were in such sort endeavoured to be secured a Daughter named D. is born to the said Viscount, of the Body of the said Viscountess, Inheritable in Tail by virtue of the first Settlement, notwithstanding all or any the subsequent Acts.

And the said A. S. hath absentend himself in some Foreign Parts beyond the Seas ever since the coming of his Sacred Majesty into his Kingdoms, and hath not concurred, by reason of his said absence, in such ways and means, as by Counsel Learn.

Learned in the Law was advised, for the Sale of part of the said Viscounts Lands, or for the paying or securing any of the said Debts thereby, inasmuch that the same Debts do so daily increase, by addition of Interest, that in a short time the said Viscount and his family will be in great danger to be ruined, and yet several of his Creditors be defeated and defrauded of their Debts, May it therefore please your most Excellent Majesty, at the humble Suit of the said Viscount, on the behalf of himself as of his Creditors, to vouchsafe that it may be Enacted, And be it Enacted by the King's most Excellent Majesty, and the Lords Spiritual and Temporal, and the Commons in this present Parliament assembled, and by the Authority of the same, That the said Mannors and Lordships of, &c. (other than such parts thereof as have been absolutely and bona fide sold by the said A. S. in pursuance of his said Trust) lying and being in the said County of Kent, And in all, every, or any of them, with their and every of their Rights, Members and Appurtenances, together with all Houses, Commons and Common of Pasture, Hedges, Quicksets, Profits, Hereditaments, and Appurtenances whatsoever to the Premises, or any part thereof belonging or appertaining, or accepted, reputed, taken, used, occupied, or enjoyed, as part, parcel, or member thereof, shall from and after the 29th Day of March, 1664. be actually vested and settled in C. H. J. P. and O. G. their Heirs and Assigns; And that from and after the said 29th Day of March, 1664. they the said C. H. J. P. and O. G. shall be adjudged, and taken to be seized thereof, and of every part and parcel thereof, except before excepted, to them and their Heirs, and may hold and enjoy the same free from any Estates, Uses, Limitation, Remainders, Charges or Provisions had and made, in and by the said Indenture Quadripartite of the 30th of March, 1655. (other than such Annuities or Rent-Charges as are thereby charged on the Premises, and hereafter particularly expressed and provided for) Or in and by the said Indenture of Bargain and Sale of the first of July, 1658 to the said A. S. and his Heirs, upon Trust nevertheless that the said C. H. J. P. and O. G. and the Survivor and Survivors of them, and their Heirs, shall by Sale thereof, or any part thereof, raise the Sum of Ten thousand pounds of lawful Money of England, or so much as the said Lands will yield to be sold for the discharge of the several Sums hereafter mentioned (that is to say) The Sum of, &c. And all such other Debts and Interest as the said Viscount both now owe.

And if any Sum or Sums of Money shall remain in the hands of the said Trustees, or any of them, from and after the Satisfaction of the said respective Debts with Interest, that then the said Trustees, and the Survivor and Survivors of them, and their Heirs (deducting to themselves all reasonable Expences and Charges by them laid out in and about the Execution of the said Trusts) shall and are hereby enjoined and required to apply and dispose of the said Moneys, so remaining in their hands, and the yearly increase

increase thereof, after the Decease of the said Viscount, to the sole use and benefit of such Issue or Heir to whom the said Lands, hereby enacted to be sold, should or ought to have descended and come after the death of the said Viscount and Viscountess, by the intent and true meaning of the said recited Indenture Quadripartite.

Provided always, and it is hereby further Enacted, That nothing herein contained shall extend to impeach or make void one Rent Charge of, &c. with the Arrearages thereof, charged upon the Premises (amongst other Lands) by the said Indenture Quadripartite, and payable unto N. S. or his Assigns, for the Term of his Natural Life, nor to impeach or make void one other Rent Charge, &c. But that the said respective Rents or Annuities and Arrears, shall be continued payable and recoverable, according to the purport of the said Indenture Quadripartite, and as the same were and should have been before the passing of this Act, Any thing herein contained to the contrary thereof in any wise notwithstanding.

Surrender of a Mortgage by a surviving Executrix.

This Indenture, made &c. Between *A. M.* the surviving Executrix of the last Will and Testament of Sir *T. M.* late of, &c. deceased, of the one part, and the Right Honourable *A. E.* of *N.* of the other part. *Whereas* the said *A.* Earl of *N.* by Indenture bearing Date the, &c. day of, &c. for the consideration of the Sum of 10000 *l.* therein mentioned to be to him the said Earl of *N.* in hand paid by the said Sir *T. de M.* Did demise and grant unto the said Sir *T. de M.* his Executors, Administrators and Assigns, *All* those the Honour and Mannor of *P.* the Parks called *C. Park*, *H. P.* and *Little P.* then both in one, and the great Park called *M. Park*, with the Rights, Members, and Appurtenances thereof in the County of *S.* And all those the Lordships and Mannors of *S.* and *D.* otherwise called *D.* with all the Rights, &c. And all that the Mannor of *B.* otherwise *B.* with the Appurtenances, &c. And the Reversion, &c. *To have and to hold* the said Honour, Mannors, Parks, Advowsons, Messuages, Lands, Tenements, Hereditaments, and all and singular other the said Premises thereby demised, or mentioned to be demised, with all and singular their, and every of their Rights, Members and Appurtenances, unto the said Sir *T. de M.* his Executors, Administrators and Assigns, from the making of the said Indenture, for and during the full end and Term of a Thousand years from thenceforth next ensuing, fully to be compleat and ended, under the yearly Rent of one Pepper-corn, if it should be demanded.

Recital of a Mortgage by demise and redemise.

The demise.

And whereas the said Sir *T. de M.* by Indenture bearing Date the, &c. day of, &c. for the Considerations therein mentioned, Did demise, grant, and to Farm-let unto the said *A.* Earl of *N.* the said Honours, Mannors, Parks, Lands, Tenements, Hereditaments, and all and singular other the Premises, in and by the said recited Indenture demised by the said Earl. *To have and to hold* the same Premises unto the said *E.* Earl of *N.* his Executors, Administrators and Assigns, from the making of the said Indenture, for and during the term of 999 years from thence next ensuing, and fully to be compleat and ended, under such yearly Rent, and upon such Condition, as in the said Indenture is expressed. And whereas the said Sir *T. de M.* Did make his last Will and Testament in Writing, bearing Date, &c. and thereof did ordain and appoint *J.* his Wife, (who is since deceased) and the said *A.* his Daughter, his joynt Executrices.

The redemise.

Mortgagee made his Wife (since dead) and the now Surrenderer Execut.

Now this Indenture witnesseth, That the said *A. de M.* for and in Consideration of the Sum of 10000 *l.* of lawful, &c. to her in hand paid by the said *A.* Earl of *N.* before the Sealing and Delivery of this present Indenture. The Receipt whereof the said *A. de M.* doth hereby acknowledge, and thereof, &c. Hath granted and surrendered, and by these Presents doth grant and surrender unto the said *A.* Earl of *N.* his Heirs and Assigns, *All* and singular the said Honours, Mannors, Parks, Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, herein before mentioned, and in and by the said first recited Indenture, bearing Date, &c. demised, or, &c. unto the said Sir *T. de M.*

Surrender by the Survivor.

H h

And

Habend. And also, all the Estate, Right, Title, Interest, Term of years, Claim and Demand whatsoever, and howsoever, of her the said *A. de M.* of, in and to the said Honour and Mannor of *P.* and other the Premises herein before mentioned, and of, in and to all and every other the Mannors, Lands, Tenements, and Hereditaments in the said County of *S.* which at any time heretofore were the Lands or Hereditaments of the said *A. Earl of B.* and of, in and to every part and parcel thereof. ~~To have and to hold~~ the said Honour, Mannors, Parks, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said *A. Earl of N.* his Heirs and Assigns, for all such Estate, Term or Interest, as she the said *A. de M.* hath, or ought to have therein.

Covenant done no act to Incumber. And the said *A. de M.* for her self, her Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise and Grant, to and with the said *A. Earl of N.* his Heirs and Assigns, by these Presents, That she the said *A. de M.* hath not done any act or thing whereby the said Honour, Parks, Messuages, Lands, Tenements, Hereditaments and other the Premises hereby granted and surrendered, or mentioned to be granted or surrendered, or any of them, or any part or parcel thereof, are, or may be any way impeached, charged, or incumbered, in Title, Charge, Estate, or otherwise.

Farther assurance. And farther also, That she the said *A. de M.* her Heirs, Executors, Administrators and Assigns, and all and every Person and Persons whatsoever, any Estate having, or lawfully claiming, or to claim, of, in, to, or out of the Premises, or any part or parcel thereof, by, from, or under her the said *A. de M.* shall and will from time to time, and at all times hereafter, within the space of Seven years next ensuing the Date of this present Indenture, at and upon the reasonable request and proper Costs and Charges in the Law, of the said *A. Earl of N.* his Heirs or Assigns; Do, make, &c. All and every such farther and other lawful and reasonable Act, &c. for the farther, &c. Assurance, Surety, &c. of the said Honour, Mannors, Parks, &c. and all, &c. Premises hereby granted and surrendered, or mentioned to be granted or surrendered, or any of them, and of every, or any part or parcel thereof, with the Appurtenances, unto the said *A. Earl of N.* his Heirs and Assigns, be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented or Poll, Inrolled, or not Inrolled, Release or Confirmation, or by all and every, or any of the said ways and means, or by any other ways or means in the Law whatsoever. As by the said *A. Earl of N.* his Heirs or Assigns, or by his or their Counsel Learned in the Law, shall be reasonably devised, or advised and required. So as the said farther Assurances so to be made, or any of them, do not, nor shall contain any farther or other Warranty or Covenant, for enjoying them only against the Parties thereunto respectively, and their respective Heirs, Executors, and Administrators, and touching and concerning Acts and Deeds, done or suffered by them or any of them. And so as for the making, knowing and executing of such farther Conveyances and Assurances, or any of them the Persons that shall be required to make or execute the same, be not compelled, nor compellable to Travel for the doing thereof, from the place of his or their respective habitation or abode, at the time of such request to be made. In witness, &c.

So as no farther Covenant nor warranty than as aforesaid.

Nor Assignor to travel for doing thereof.

A Mortgage by Demise wherein several Persons, severally interested joyn with the principal Mortgagor.

This Indenture, made the, &c. in the year of our Lord, &c. Between *W. L.* of *B.* in the County of *O.* Esquire, the Right Honourable *T.* Lord Viscount *W. F. M.* of *E.* in the said County of *O.* Esquire, *T. P.* of *Grays-Inn* in the County of *Midd.* Gent. *E. C.* of *B.* in the County of *B.* Gent. and *F. B.* of *B.* in the said County of *O.* Gent. of the one part; and *J. P.* of the *Inner Temple, London,* Esquire, of the other part; Witnesseth, That the said *W. L. T.* Lord Viscount *W. F. M. T. P. E. C.* and *F. B.* for and in consideration of the Sum of One Thousand and five hundred Pounds of lawful Money of England, to the said *W. L.* in hand paid by the said *J. P.* at or before the Sealing and delivery of this present Indenture, the receipt whereof the said *W. L.* doth hereby acknowledge. And thereof, and of every part and parcel thereof, doth clearly and absolutely acquit and discharge the said *J. P.* his Executors and Administrators for ever by these Presents.

Consideration paid to one.

And also, for and in consideration of the sum of Five shillings of like lawful Mony, to the said *T.* Lord Viscount *W. F. M. T. P. E. C.* and *F. B.* in hand paid by the said *J. P.* at, or before the Sealing and Delivery of this present Indenture, the Receipt whereof they do hereby acknowledge, Have demised, granted, bargained and sold, and by these Presents do demise, grant, bargain and sell unto the said *J. P.* his Executors, Administrators and Assigns, all that the Capital Messuage or Mannor House of *B.* in the County of *O.* called or known by the name of the Great House, or New House. And also all Barns, Stables, Gardens, Orchards, Backsides, and other Appurtenances to the same belonging or appertaining. And also all that piece of ground next adjoining to the said House, called, &c. the Park containing by estimation Threescore Acres, or thereabouts, be the same more or less. And all those pieces of Pasture ground, called *Bean-hill* and *Rickets Slade*, with a little piece of ground adjoining or belonging to the said ground called *Bean-hill* called or known by the name of *Pease-Furlong*, or by what other Name or Names soever, the same now is or hath been called or known by, with the Appurtenances. Together with all Common or Commons of Pasture, Feedings, Ways, Easements, Waters, Fishing-ponds, Trees, Woods, Under-woods, Hedges, Hedge-rows, Profits, Commodities, Emoluments, Advantages and Hereditaments whatsoever, to the said Mannor House, Clofes, Grounds, and other the said Premises belonging, or in any wise appertaining; lying and being in the Parish of *B.* in the said County of *O.* And the Reversion and Reversions, Remainder and Remainders, of all and singular the Premises, with their Appurtenances, and of every part and parcel thereof, and all Rents and Profits thereunto incident and belonging; To have and to hold the said Mannor House, Park, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever, hereby demised, or mentioned to be demised

s. To the rest.

Habend.

Reddend.

Covenant by
one to pay the
Money.

6 Months after
notice given
by either party
to the other.

If the Mortgage
gives notice it
must be at such
a place.

mised, with their and every of their Appurtenances, unto the said *J. P.* his Executors, Administrators and Assigns, from the day next before the day of the Date hereof, for and during, and unto the full end and Term of Two Thousand years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of Waste. *Tielling* and paying therefore yearly, during the said Term, one Pepper-corn at the Feast of *St. Michael* the Arch-Angel, if it shall be demanded.

And the said *W. L.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise and Grant, to and with the said *J. P.* his Executors, Administrators and Assigns by these Presents, That he the said *W. L.* his Heirs, Executors, Administrators or Assigns, or some, or one of them, shall and will, without any defalcation, deduction, or abatement of any thing, for any Tithes, Taxes, Charges, or payments whatsoever, ordinary or extraordinary, well and truly pay, or cause to be paid to the said *J. P.* his Executors, Administrators or Assigns, at such times and place, and in such manner and form as is herein after expressed, the full Sum of One Thousand and five hundred pounds of lawful Money of *England*, in Gold or Silver, and also Interest or Consideration for the forbearance thereof, after the rate of Six pounds for every hundred Pounds by the year, for all the time, from the day of the date of this present Indenture, until the said One Thousand and Five hundred Pounds shall be so paid. That is to say, *If the said J. P.* his Executors, Administrators or Assigns, or any of them, shall on any day, &c. of *November*, or, &c. day of *May*, between the, &c. day of *May*, which will be in the year of our Lord One Thousand six hundred and Sixty, and the &c. day of *May*, which will be in the year of our Lord One Thousand six hundred sixty and two, give, or leave notice in Writing, at or in the said now Mansion House of the said *W. L.* called by the name of the *New House*, or *Bletchington House*, unto or for the said *W. L.* his Heirs, Executors, Administrators or Assigns, for payment to be made of the said One Thousand and Five hundred Pounds, at the end of six Months then next after the giving or leaving such notice, or to that effect.

And if the said *W. L.* his Heirs, Executors, Administrators or Assigns, or any of them, shall on any, &c. day of *November*, or, &c. day of *May*, between the said day of, &c. which will be in the year of our Lord 1660, and the said, &c. day of *May*, which will be in the said year of our Lord, One Thousand six hundred sixty and two, give, or leave notice in Writing, at or in the now dwelling House of the said *J. P.* in *Fetter-Lane London*, unto or for the said *J. P.* his Executors, Administrators or Assigns, for payment to be made of the said One Thousand and five hundred Pounds, at the end of six Months then next after the giving or leaving such notice, or to that effect. Then in either of those cases, whensoever any such notice shall be so given or left, as aforesaid, by either or any of the said Parties, the said Sum of One Thousand and Five hundred Pounds shall be paid unto the said *J. P.* his Executor, Administrators or Assigns, at or in the said now dwelling House of the said *J. P.* in *Fetter-Lane, London*, aforesaid, on the &c. day of *May*, or, &c. day of *November*, which will be at the end of six Months next after such Notice shall be so given, or left,

as

as aforesaid. But if no such Notice for payment of the said One Thousand and five hundred Pounds, shall be by either, or any of the said Parties so given or left, as aforesaid, before the said, &c. day of *May*, which will be in the said year of our Lord, One Thousand six hundred sixty and two. Then the said Sum of One Thousand and five hundred Pounds shall be paid unto the said *J. P.* his Executors, Administrators, or Assigns, at or in the said now dwelling House of the said *J. P.* upon the said &c. day of *May*, which will be in the said year of our Lord, One Thousand six hundred sixty and two without any further delay.

If no notice then to be paid at such a day and place.

And the said Interest or Consideration for forbearance of the said One Thousand and five hundred Pounds, after the rate aforesaid, shall from time to time be well and truly paid at the said Dwelling-house of the said *J. P.* by equal half yearly payments of Forty and five Pounds, upon every, &c. day of *November*, and, &c. day of *May*, in every year, until such time as the said One Thousand and Five hundred Pounds shall be paid, according as it is herein before Covenanted to be paid. And at what time soever the said One Thousand and Five hundred Pounds shall happen to be paid, all the Interest shall be paid for forbearance thereof, after the Rate aforesaid, proportionably for all the time, from the time of the then last half-yearly payment before, until the Day of payment of the said One Thousand and Five hundred Pounds.

The Interest in the mean time.

At what time soever the Principal paid in, the Interest to be cleared from the half years day before.

And the said *J. P.* for himself, his Executors, Administrators, and Assigns, and for every of them, doth Covenant, promise and agree to and with the said *W. L.* his Heirs and Assigns by these Presents, That until some default shall be made of, or in payment of the said Moneys herein before Covenanted to be paid, or of some part thereof, He the said *J. P.* his Executors, Administrators, and Assigns, shall and will permit and suffer the said *W. L. T. Lord Viscount W. F. M. T. P. E. C. and F. B.* and every of them, their, and every of their respective Heirs, Executors, Administrators and Assigns, according to their respective Estates and Interests in the Premises before the enfealing of these Presents, Peaceably and quietly to hold and enjoy all and singular the said Mannor-House, Lands, Tenements, Hereditaments and Premises whatsoever, hereby demised, or mentioned to be demised, with their and every of their Appurtenances, and to receive, take and enjoy all the Rents and Profits thereof, to their and every of their own Use and Uses, without the Lett, Suit, Trouble, Interruption, Eviction, or Ejection of the said *J. P.* his Executors, Administrators or Assigns, and without any Account to be given unto the said *J. P.* his Executors, Administrators or Assigns, for the same.

Covenant till default in payment to permit the several Mortgagors according to their respective Interests to enjoy.

Provided always, And it is hereby Conditioned, Granted, Covenanted, Concluded and Agreed, by and between the said Parties to these Presents, for them, their Heirs, Executors, Administrators and Assigns, That if the said *W. L.* his Heirs, Executors, Administrators, or Assigns, or any of them, shall well and truly

The Provide to be void on payment.

truly pay, or cause to be paid, unto the said *J. P.* his Executors, Administrators or Assigns, the said Sum of One Thousand and Five hundred Pounds, and all such Interest or Consideration, for forbearance thereof, as aforesaid, in such sort, manner and form, as the same is herein before Covenanted to be paid; That then, from and immediately after such payment made, this present Indenture, and all and every the Term and Estate hereby made and granted, or mentioned, to be made or granted, shall cease, determine, become, and be void, frustrate, and of none effect to all intents and purposes.

First Covenant
that he and
the rest or some
or one of them

And the said *W. L.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise and grant, to and with the said *J. P.* his Executors, Administrators and Assigns, by these Presents, in manner and form following: That is to say, That he the said *W. L. T.* Lord Viscount *W. F. M. T. P. E. C.* and *F. B.* or some, or one of them, now at the time of the Sealing and Delivery of this present Indenture, are, or is the true and lawful Owner, or Owners, Proprietor or Proprietors of all the said Mannor-House, Lands, and Premises, hereby demised, or mentioned to be demised, and of every part and parcel thereof, with the Appurtenances. And lawfully, rightfully, and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any manner of Condition, contingent Proviso, or limitation of Use or Uses, or other restraint, matter, or thing, to determine, alter, or change the same. And have, or hath, good right, lawful and absolute Power and Authority in themselves, or in some or one of them, to demise, grant, bargain and sell all and singular the same Premises, and every part and parcel thereof, with their, and every of their Appurtenances, unto the said *J. P.* his Executors, Administrators and Assigns, for and during all the said Term of Two Thousand years, and in manner and form aforesaid.

Seized in Fee.

Quiet enjoyment
after forfeiture.

And that if default shall happen to be made, of or in payment of the said Moneys herein before Covenanted to be paid, or of any part thereof; That then, and from thenceforth, it shall and may be lawful to and for the said *J. P.* his Executors, Administrators and Assigns, into all and singular the Premises, and into every part and parcel thereof, to enter, and the same from thenceforth, for and during all the then rest and residue of the said Term of Two Thousand years, peaceably and quietly to hold and enjoy all and every the Rents and Profits thereof, coming, arising and growing, to have and take without any manner of Denial, Lett, Suit, Trouble, Interruption, Eviction, or Ejection, of, or by the said *W. L. T.* Lord Viscount *W. F. M. T. P. E. C.* and *F. B.* or any of them, their, or any of their Heirs or Assigns, and without the lawful Lett, Suit, Trouble, Interruption, Eviction or Ejection, of, or by any other Person, or Persons whatsoever. And free and clear, and freely clearly and absolutely acquitted, freed and discharged, of, and from all

Free from Incumbrances.

all former and other Bargains, Sales, Gifts, Grants, Joyntures, Dow-
ers, Entails, Leases, Mortgages, Estates, Rights, Titles, Rents, Ar-
rearages of Rents, Judgments, Statutes, Recognizances, Executions,
Extents, Troubles, Forfeiture, Sequestrations, Seisures, Decrees,
Charges and Incumbrances whatsoever.

And farther also, That if any default shall happen to be made, of,
or in payment of the said Moneys herein before Covenanted to be
paid, or any part thereof; That then, at any time after such default
made, they the said *W. L. T.* Lord Viscount *W. F. M. T. P. E. C.* and
F. B. and every of them, their and every of their Heirs and Assigns,
and all and every other Person and Persons, any Estate having, or
lawfully claiming, of, in, to or out of the said Mannor-House, Lands
and Premises, or any part thereof, shall and will at the reasonable
request and proper Costs and Charges in the Law, of the said *J. P.*
his Executors, Administrators or Assigns, make and do all and every
such Act and Acts, for the further, better, and more perfect assuring
and conveying of all and singular the said Mannor-House, Lands and
Premises, with their, and every of their Appurtenances, unto the
said *J. P.* his Executors Administrators and Assigns, for and during
the Term hereby granted, or mentioned to be granted, be it by
Fine or Fines, *Sur Concessit*, or *Sur Conusans de Droit come ceo*, &c.
Deed or Deeds, Recovery or Recoveries, with single, double, or
treble Voucher or Vouchers, Release or Confirmation, or by all
and every, or any of the said ways and means, or by any other ways
or means in the Law whatsoever. As by the said *J. P.* his Executors,
Administrators or Assigns, or by his or their Counsel Learned in the
Law, shall be reasonably devised or advised, and required.

Farther assur-
ance.

And the said *T.* Lord Viscount *W.* for himself, his Heirs, Executors,
Administrators and Assigns, and for every of them, doth Covenant,
Premise and Grant, to and with the said *J. P.* his Executors, Admini-
strators and Assigns, by these Presents, That he the said *T.* Lord Vis-
count *W.* hath not done any act or thing whereby the said Mannor-
House, Lands and Premises, or any part of parcel thereof, is, are or
may be any way impeached, charged, or incumbred, in Title, Charge,
Estate, or otherwise. In witness, &c.

Covenant by
one of the o-
ther Mortga-
gors not done
any act to in-
cumber.

An

An Assignment of a Mortgage Lease, to attend the Inheritance to the use of the intended Purchaser.

To bear Date
before the
Deeds of In-
heritance.
This assignment
made to two
persons in trust
for him that
Purchases the
Inheritance he
himself being
also a party to
this Deed.
Recital of the
Lease.

This Indenture, made, &c. Between Sir *H. N.* of, &c. and *W. S.* of, &c. of the one part, and *W. M.* of, &c. *E. S.* of, &c. and *M. M.* of, &c. of the other part. *Whereas* by one Indenture bearing Date, &c. made, or mentioned to be made, between the said Sir *H. N.* by the name of, &c. and *H. E.* since deceased, of the one part, and the said *W. S.* of the other part. The said Sir *H. N.* and *H. E.* for and in Consideration of the Sum of, &c. of lawful Money of *Eng-land*, to them paid by the said *W. S.* did grant, bargain, sell, and demise unto the said *W. S.* all that the said Mannor of *R.* with all the Rights, Members, Perquisites, Profits, Services, Emoluments, Hereditaments and Appurtenances, thereof and thereunto belong- ing or appertaining, situate, lying and being in the said County of *S.* And also all those Rents and yearly Sums of Money, commonly cal- led Quit-Rents, Rents of Assize, Free Rents, Copyhold and Custo- mary Rents. And all other Rents whatsoever to the said Mannor be- longing, or in any wise appertaining. And all the Lodgings and Garden upon the Green, with the Appurtenances late in the Tenure or occu- pation of *H. L.* or his Assigns; being parcel of the Capital Messuage or Court house, commonly called *R. Court*, and parcel of the Mannor of *R.* And all Courts Baron, Courts Leet, Views and Reviews of Frank- pledge, Law days, and other Courts whatsoever, Services, Franchises, Custom, Custom-work, Forfeitures, Escheats, Reliefs, Herriots, Fines, Issues, Amerciaments, Perquisites and Profits of Courts and Leets, and every of them, with all other Courts whatsoever, as aforesaid. And all Waifs, Estrays, Deodands, Goods and Chattels of Felons and Fugitives Felons of themselves, Outlawed Person, or Persons condem- ned, Clerks convicted, and of Persons put in Exigent, Post-Fines, up- on Descent or Alienations, Commons, Common of Pasture, Heaths, Moors, Marshes, Wastes, Void-grounds, Mines, Quarries, Feedings, Fishings, and other Profits and Advantages arising by Fresh-warer, with all Rivers, Streams, Waters, Water-courses, Wears, Damms, Stanes, Mill-pools. And all other Rights, Royalties, Jurisdictions, Liberties, Priviledges, Immunities, Profits, Commodities, Advantages, Emolu- ments, Possessions and Hereditaments whatsoever, with their and every of their Appurtenances of what Nature, Quality, or Condition soever they be, to the said Mannor of *R.* Lodgings and Premises aforesaid, be- longing, or in any wise appertaining. And all that the Ground com- monly call *R. Little Park* in the Parish of *R.* in the said County of *S.* containing by estimation Three hundred Forty and nine Acres, one Rood and ten Perches of Land, more or less. And all that Messuage, Dwelling-house or Lodge, with the Appurtenances, set, lying and be- ing in, or near about the midst or middle of the said Park, with all and every of their Rights, Members, and Appurtenances. And the Rever- sions, Remainders, Rents, Issues and Profits, of all and singular the Pre- mises.

To have and to hold the said Mannor, Messuages, Lands, Tenements and all and singular other Premises unto the said *W. S.* his Executors, Administrators, and Assigns, from the feast day of the Annunciation of the blessed Virgin *Mary* last past, before the date of the said Indenture, for and during, and unto the full end and Term of 500 years from thence next ensuing, fully to be compleat and ended, Under the yearly Rent of one Pepper corn, if the same shall be lawfully demanded; And with such Covenants, Conditions, and Agreements, as in the said Indenture are contained, As in and by the said Indenture, relation being thereunto had more at large it doth and may appear.

Habend.
for 500 years.

Reddend.

Now this Indenture Witnesseth, That the said *W. S.* for and in consideration of the Sum of, &c. of lawful, &c. to him in hand paid by the said *M. M.* at or before the sealing and delivery of this present Indenture, the receipt whereof the said *W. S.* doth hereby acknowledge, And thereof and of every part and parcel thereof, doth clearly and absolutely acquit and discharge the said *M. M.* his Executors and Administrators for ever, by these presents, And for divers other good Causes and Considerations, the said *W. S.* thereunto moving, Hath bargained, sold, assigned, and set over, And by these Presents, with consent, and by the appointment of the said Sir *H. N.* testified by his being a Party hereunto, Doth bargain, sell, Assign, and set over unto the said *A. and B.* being persons nominated by and in trust for the said *M. M.* testified also by his being a Party to these Presents, All and singular the said Mannor, Messuages, Lands, Tenements, and Hereditaments herein before mentioned, And all and singular other the Lands, Tenements, and Hereditaments whatsoever, in and by the said recited Indenture demised, or thereby, or in and by these Presents mentioned to be thereby demised unto the said *W. S.* as aforesaid, And all the Estate, Right, Title, Interest, Term of years yet to come, Property, Claim, and Demand whatsoever in Law and Equity of him the said *W. S.* of, in and to the Premises, and every part and parcel thereof. Saving and except out of these Presents, All those Lands, and Grounds, part of the said Park, which were sold by the said Sir *H. N.* severally unto the Right Honourable *P. Lord Viscount L. and J. B.* containing by estimation Forty Acres in the whole; And also saving and except the House or Room, part of the Mannor-house of *R.* aforesaid, now in the possession of *W. B.* which was sold by the said Sir *H. N.* unto *C. L.* And also saving and except the Ferry and Lands in *C.* which was sold by the said Sir *H. N.* unto *J. A.* Esquire. To have and to hold the said Mannor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises with their and every of their Appurtenances, except before excepted, unto the said *A. and B.* their, Executors, Administrators and Assigns, for and during all the rest and residue of the said term of five hundred years yet to come, and unexpired.

The Assignment.

By the consent
of the Mort-
gagor.

And if these
words together
with the said
recited Inden-
ture of Lease
should not be
inserted.

Habend.

Upon special trust and confidence nevertheless for the said *M. M.* In trust. That the said Term and Estate hereby granted and Assigned, or mentioned to be granted and Assigned, shall attend and wait upon the Freehold and Inheritance of the Premises, from time to time after that the same shall be vested in the said *M. M.* And that the said *A. and B.* their Executors, Administrators, and Assigns, shall permit the said Term and Estate, and the benefit and profit thereof, to be

The inheritance
to be purcha-
sed.

from time to time enjoyed accordingly, The Inheritance of the Premises being intended, and agreed to be conveyed to the said *M. M.* and Heirs, and the said Lease, Term, and Estate to be preserved and kept on foot only to prevent extinguishing the same, and to keep off Mesne Incumbrances if any be.

Covenant by
the Assignor
done no Act to
Incumber.

And the said *W. S.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise, and Grant to and with the said *A.* and *B.* their Executors, Administrators and Assigns, by these presents, That he the said *W. S.* hath not made any former or other Grant, Bargain, Sale or Assignment of the said Mannor Lands and Premises, or any part thereof, except before excepted, Nor done, or Wittingly and Willingly suffered to be done, any Act or Thing whatsoever, whereby or wherewith the same promises, or any part or parcel thereof, except before excepted, is, are, or may be any way impeached, charged, or incumbered in Title, Charge, Estate or otherwise.

Except Leases.

Saving and except one Lease by Indenture bearing date, &c. made or mentioned to be made by the said *W. S.* and Sir *H. N.* unto *W. L.* of, &c. of all that part or parcel of the Mansion, or Mannor-house, with the Appurtenances situate, lying, and being in *R.* aforesaid, then or late in the several Occupations of the said Sir *H. N. E. G. S. B.* and *N. M.* and other Lands and Hereditaments in the said Indenture mentioned, To hold for the term of one and twenty years, under the yearly Rent of thirty pounds, payable at such days as in the said Indenture of Lease is mentioned; Which said yearly rent of thirty pounds shall for and notwithstanding any act or thing, by him the said *W. S.* done or willingly and wittingly suffered, to the contrary, continue and become due and payable to the said *M. M.* and *E. S.* their Executors and Assigns, during the continuance of the said lease.

Further assur-
ance.

And the said *W. S.* for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth further Covenant, Promise and Grant, to and with the said *A.* and *B.* their Executors, Administrators, and Assigns, by these presents, That he the said *W. S.* his Executors and Administrators, shall and will from time to time, and at all times within the space of seven years next ensuing the date of this Present Indenture, At and upon the reasonable request and proper Costs and Charges in the Law of the said *A.* and *B.* their Executors, Administrators, or Assigns, or any of them, make and do all and every such further and other reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further assuring and confirming of the said Mannor, Lands, and Premises, and every part and parcel thereof, with the Appurtenances, except before excepted, unto the said *A.* and *B.* their Executors, Administrators, and Assigns, for and during all the rest and residue of the said Term of five hundred years then to come and unexpired, As by the said *A.* and *B.* their Executors, or Administrators, or their or any of their Counsel learned in the Law, shall be reasonably devised, or advised and required, So as the said further Assurances, so to be made, or any of them, do not, nor shall contain any further or other the Warranty or Covenants for enjoying them as in these Presents is contained, and so as the person or persons that shall be required to make,

make, or Execute such further Assurances, or any of them, be not, nor shall be compelled or compellable to travel, for the doing thereof, from the place of his or their Habitation or Abode, at the time of such request to be made as aforesaid.

And the said Sir H. N. for himself his Heirs, Executors, Administrators, and Assigns, and for every of them doth Covenant, Promise, and Grant, to and with the said A. and B. their Executors, Administrators, and Assigns, by these presents, That for and notwithstanding any Act or thing by the said W. S. or by the said Sir H. N. and Sir G. N. or any, or either of them done, or willingly and unwittingly suffered to the contrary, except the said Lease to the said W. L. He the said W. S. is lawfully possessed of all and singular the said Manor, Lordship, Messuages, Lands, Tenements, Hereditaments, and Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances for and during all the rest and residue of the said Term of five hundred years, yet to come and unexpired, And hath good Right, full Power, and lawful Authority to grant, Bargain, Sell, Assign, and set over the same Premises and every part and parcel thereof, with the Appurtenances unto the said A. and B. their Executors, Administrators, and Assigns, for and during all the rest and residue of the said Term of five hundred years, and in manner and form aforesaid. In witness, &c.

Covenant by the Mortgagor that the Assignor is lawfully possessed.

Power, to Assign.

A Deed of Conveyance of an House, &c. by Feoffment.

This Indenture made, &c. Between R. G. of, &c. of the one part, And Sir T. J. of, &c. of the other part, *Witnesseth*, That the said R. G. for and in consideration of the Sum of one Thousand pounds of lawful Money of *England* to him in hand paid by the said Sir T. J. at or before the sealing and delivery of this present Indenture, the receipt whereof the said R. G. doth hereby acknowledge, And thereof and of every part and parcel thereof, doth clearly and absolutely acquit, exonerate, and discharge the said Sir T. J. his Executors and Administrators for ever by these Presents, *Hath* granted, bargained, sold, aliened, enfeoffed, and confirmed, And by these Presents, for him and his Heirs, doth clearly and absolutely grant, bargain, sell, alien, enfeoff, and confirm unto the said A. B. his Heirs and Assigns *All* that Messuage and Tenement, with the Appurtenances situate and being in the Parish of, &c. now or late in the Tenure or Occupation of the said R. G. And all Houses, Edifices, Buildings, Dovehouses, Barns, Stables, Outhouses, Courts, Yards, Curtilages, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Grounds, and Hereditaments whatsoever to the said Messuages belonging or appertaining, or therewith usually occupied or enjoyed, And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every part and parcel thereof, And all Rents, Services, and Profits thereunto incident

This is to be Executed by Livery. There must be a short Bargain and Sale to be acknowledged by R. G. and Inrolled.

Writings.

and belonging, And also all the Estate and Estates, Right, Title, Interest, claim and Demand whatsoever, of him the said *R. G.* of, in and to the said Premises, and every part and parcel thereof, And all and every the Deeds, Writings, Evidences, Counterparts of Leases, Fines, Chirographs of Fines, Exemplifications of Fines, and of Common Recoveries, and of other Records, Escripts, and Minuements whatsoever, touching or in any wise concerning the said Messuage, Lands, Tenements, Hereditaments, and Premises whatsoever hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof, which do not concern any other the Lands, Tenements, or Hereditaments of the said *R. G.*

All which, or so many of them as the said *R. G.* hath in his Possession or Custody, or which any other person or persons have or hath in his, her, or their Hands, Custody, or Possession, by the delight of the said *R. G.* for him, or for his use, or which the said *R. G.* can or may lawfully have, obtain, get, or come by without Suit in Law; Together also with true Copies of all such other Deeds, Evidences and Writings as do touch or concern the Premises hereby granted, or mentioned to be granted, or any of them, or any part thereof jointly with any other Lands, Tenements, or Hereditaments of the said *R. G.* (The said Copies to be made and written at the only and proper Costs and Charges of the said *A. B.* his Heirs or Assigns) the said *R. G.* doth for himself, his Heirs, Executors, and Administrators, covenant, promise, grant, and agree, to and with the said *A. B.* his Heirs and Assigns by these Presents, That he the said *R. G.* his Heirs or Assigns, shall and will deliver, or cause to be delivered unto the said *A. B.* his Heirs or Assigns, upon reasonable request in that behalf to be made, on or before the day of, &c. now next coming after the Date hereof, safe, whole, undefaced, and uncanceled, and in their full force, and in as good case and plight as the same now are at the time of the sealing and delivery of this present Indenture;

Habend.

To have and to hold the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be granted, with their and every of their Appurtenances, unto the said *A. B.* his Heirs and Assigns for ever, To the only proper use and behoof of the said *A. B.* his Heirs and Assigns for ever absolutely without any manner of Condition, Redemption or Revocation in any wise.

The deeds not being produced to clear the Title let the Warranty be against all persons.

And the said *R. G.* doth grant for him and his Heirs, That they will warrant, and for ever defend the said Messuage, Lands and Premises, with their and every of their Appurtenances unto the said *A. B.* his Heirs and Assigns, against him the said *R. G.* his Heirs and Assigns, and every of them, and against all and every other person and persons whatsoever.

Covenant is owner.

And the said *R. G.* for himself his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and grant to and with the said *A. B.* his Heirs and Assigns, by these presents in manner and form following; That is to say, That he the said *R. G.* at and immediately before the sealing and delivery of this present Indenture, is the sole, true and lawful Owner and Proprietor of the said Messuage, Lands, and Premises and of every part and parcel thereof, with the Appurtenances, And is solely, lawfully, right-

rightfully, and absolutely seized thereof, and of every part and parcel thereof, of a good, pure, absolute, and indefeisible Estate of Inheritance in Fee-simple, without any manner of Condition, Contingent, Proviso or Limitation of use or uses, or other restraint, matter, or thing, to determine, alter, or change the same, *And* shall continue so seized thereof, and of every part and parcel thereof, until a good, perfect, and absolute Estate in fee-simple shall be thereof vested in the said *A. B.* and his Heirs, according to the intent and true meaning of these Presents. Seized in Fee.

And that the said *R. G.* now hath good Right, lawful and absolute Power and Authority in himself, to bargain, sell, grant, alien, and convey all and singular the said Messuage, Lands and Premises, and every part and parcel thereof with the Appurtenances unto the said *A. B.* his Heirs and Assigns, in manner and form aforesaid, *And* that the said *A. B.* his Heirs and Assigns, shall, or lawfully may, from time to time, and all times hereafter for ever, freely, quietly, and peaceably have, hold, and enjoy all and singular the said Messuage, Lands, and Premises, and receive and take all the Rents Issues, and Profits thereof, without any manner of Let, Suit, Trouble, Vexation, Eviction, Disturbance, or other Hindrance or Molestation whatsoever, of the said *R. G.* his Heirs or Assigns, or of any other person or persons whatsoever, except as is herein after excepted. Power to sell.
Quiet enjoyment.

And also that the said Messuages Lands, and Premises, and every part and parcel thereof, with their, and every of their Appurtenances, now are and from henceforth for ever hereafter, shall remain, continue, and be unto the said *A. B.* his Heirs and Assigns; clear and free, and freely, clearly, and absolutely acquitted, freed, exonerated, and discharged, of and from all, and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joyntures, Dowers, Entails, Estates, Leases, Rights, Titles, Arrears of Rents or Assessments, Charges, Troubles, Forfeitures, and Incumbrances whatsoever had, made committed, done, knowledged, or suffered by the said *R. G.* or by the said *W. Lord G.* or either of them, or by any other person or persons whatsoever (the Rent and Tenures from henceforth to become and payable to his chief Lord or Lords of his Fee, for and in respect of his or their Seigniori only excepted.) Free from Incumbrances.

And the said *R. G.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth further covenant, Promise and Grant, to and with the said *A. B.* his Heirs and Assigns, and every of them, by these presents, That he the said *R. G.* his Heirs and Assigns, and all and every other person and persons whatsoever, having, or lawfully claiming, or which shall or may at any time or times hereafter have, or lawfully claim any Estate Right, Title, or Interest, of, in or to the Premises hereby granted, or mentioned to be granted, or of, in, or to any part or parcel thereof, shall and will from time to time, and at all times hereafter, within the space of seven years next ensuing the Date of this present Indenture; *At* and upon the reasonable Request and proper Costs and Charges in the Law of the said *A. B.* his Heirs and Assigns, or some of them, do, make, levy, execute, acknowledg, and suffer, and cause to be done, made, Further assurance.

So as the Covenants and warranty only against the parties and their Heirs and their own AEs.

And so as not to travel above 20 Miles.

Uses.

made, levied, executed, acknowledged and suffered, *All* and every such farther and reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further, better, and more perfect assuring, surety, sure-making, conveying, settling, establishing, or confirming of the said Messuages, Lands Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every of their Appurtenances. unto the said *A. B.* his Heirs and Assigns, Be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented or Pole, Enrolled, or not Enrolled, Common Recovery, or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said ways or means, or by any other ways and means in the Law whatsoever, as by the said *A. B.* his Heirs or Assigns or by his or their Counsel Learned in the Law, shall be reasonably devised, advised, or required, So as the said further Assurances to be made, or any of them, do not, nor shall contain any farther or other Warranty or Covenants for enjoying, than only against the Parties thereunto respectively, and their respective Heirs, and touching and concerning Acts and Deeds done or suffered by them, or any of them, And so as for the making, acknowledging and executing of such further Conveyances and Assurances, or any of them, the persons that shall be required to make or execute the same, be not compelled nor compellable to travel for the doing thereof above the space of twenty Miles from the place of his, her or their Habitation or Abode, at the time of such Requests to be made as aforesaid.

And it is hereby covenanted, granted, concluded, and agreed by and between the said Parties to these Presents; for them and their Heirs, And they do hereby declare, that all and every Fine and Fines, and other Assurances whatsoever, to be had and levied by and between the said Parties to these Presents, or either of them, or whereunto they, or either of them, shall be Party or Parties; shall be and enure, and shall be constituted expounded, adjudged, deemed, and taken to be and enure.

And that all and every person and persons whatsoever, that are now seized, or hereafter shall be seized of the said Messuage, Lands, and Premises, or of any part or parcel thereof, shall Stand and be seized thereof, and of every part and parcel thereof, To the only proper use and behoof of the said *A. B.* his Heirs and Assigns for ever, and to none other use, intent, or purpose. In Witness, &c.

*A Bargain and Sale and release by a man and his Wife
of a Reversion come by the Wife to one that hath the
Estate for Life.*

This Indenture made, Between *W. P.* of, &c. and *M.* his Wife, of the one part, And *C. A.* of, &c. of the other part, *Witnesseth*, That the said *W. P.* and *M.* his Wife, for and in consideration of the Sum of Twenty pounds of lawful Money of *England* to them in hand paid by the said *E. A.* at or before the sealing and delivery thereof, the receipt whereof they do hereby acknowledg, And thereof and of every part thereof, do acquit, and discharge the said *E. A.* her Executors and Administrators, for ever. by these presents. *Have* given, granted, bargained, sold, released, and confirmed, And by these Presents do clearly and absolutely give, grant, bargain, sell, release, and confirm unto the said, *E. A.* her Heirs and Assigns for ever, All that Messuage or Tenement, with the Appurtenances, situate, lying, and being, &c. with the Garden, Orchard, and Lands; thereunto belonging, commonly called or known by the name of, &c. or by whatsoever other name or names the same be called or known (All which Premises were lately the Lands and Inheritances of *W. A.* deceased, Husband of the said *E.* and Brother to the said *M.* And were by him given and devised by his last Will and Testament in writing, unto the said *C.* during her natural life, and after her decease to the said *M. P.* and her Heirs, for ever) And also all other the Lands, Tenements, and Hereditaments whatsoever of them the said *W. P.* and *M.* his Wife, or of either of them, or whereof or wherein they or either of them have any Estate in Possession, Reversion or Remainder, situate lying or being, &c. And all Ways, Easements, Commons, Profits, Commodities, Emoluments, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement, Lands and Premises, or any of them belonging or in any wise appurtenanting.

And the said *W. P.* and *M.* do farther by the Presents, for the consideration aforesaid Grant, Bargain, Sell, Release and Confirm unto the said *E. A.* her Heirs and Assigns, the Reversion and Reversions, Remainder and Remainders, of all and singular the said Messuages Lands, Premises, And all Rents and Profits reserved or payable, by or upon any Demise, Lease or Grant thereof heretofore made, And all the Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever of them the said *W. P.* and *M.* or either of them, of, in, or to the said Messuage, Lands, Premises, or any part thereof, And all Deeds, Charters, Writings, Evidences, Escrips and Miniments, touching or concerning the said Premises or any part thereof.

To have and to hold the said Messuage or Tenement, Lands, and all and singular other the Premises whatsoever hereby granted, or mentioned to be granted, with the Appurtenances unto the said *E. A.* her Heirs and Assigns for ever, To the only use and behoof of the said *E. A.* her Heirs and Assigns for ever.

Habend.

And

Covenant to
levy a fine.

And the said *W. P.* for himself, his Heirs, Executors, and Administrators, doth Covenant and Grant, to and with the said *E. A.* her Heirs and Assigns by these Presents, That the said *W. P.* and *M.* his Wife, shall and will before the end of *Easter* Term next ensuing the date thereof, levy and acknowledge unto the said *E. A.* and her Heirs, One Fine *Sur Conusans de Droit come ceo que il ad de lour Done, &c.* of all and singular the Premises hereby granted, or mentioned to be granted, by such names as shall be apt and convenient in that behalf, in all things according to the usual course of such Fines, and the Laws and Statutes of this Land, which shall enure and be to the only use and behoof of the said *E. A.* her Heirs and Assigns for ever, And to none other use, intent, or purpose.

Covenant seized in Reversion in Fee.

And the said *W. P.* doth further, for himself, his Heirs, Executors and Administrators, Covenant, Promise, and Grant to and with the said *E. A.* her Heirs and Assigns by these presents, in manner and form following, That is to say, That they the said *W. P.* and *M.* any or one of them, at the time of the sealing and delivering of this present Indenture is or are lawfully seized of and in all and singular the Premises hereby granted or mentioned to be granted, of a good, pure, absolute, and indefeisible Estate of Inheritance in Fee-simple in Reversion expectant immediately upon the determination of the said Estate for life of the said *E. A.* and shall continue so seized thereof, until a good Estate in Fee-simple shall be thereof vested in the said *E. A.* and her Heirs, according to the intent and true meaning of these presents.

Power to Sell.

Quiet enjoyment.

And that they the said *W.* and *M.* have good right and full power to bargain, sell, and convey the Premises, and every part thereof, to the said *E. A.* and her Heirs in manner and form aforesaid, And that she the said *E. A.* and her Heirs shall or lawfully may from time to time, and at all times for ever hereafter, freely, quietly, and peaceably have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands, and Premises hereby granted, or mentioned to be granted, without any claim, let, trouble, or interruption of the said *W. P.* and *M.* or either of them, or of the Heirs of the said *M.* or of any person or persons claiming by, from, or under the said *W.* and *M.* or either of them; And free and clear from all former and other Bargains, Sales, Gifts, Grants, Estates, Charges, Troubles, and Incumbrances whatsoever, had, made, or done by the said *W.* and *M.* or either of them.

Free from Incumbrances.

Covenant for further assurance.

And farther also, That they the said *W. P.* and *M.* his Wife and the Heirs of the said *M.* and all and every other person and persons whatsoever, having or lawfully claiming any Estate, Right, Title, or interest of, in, or to the Premises, or any part thereof, by, from, or under them, or any of them, shall and will from time to time, and at all times, within the space of Seven years next ensuing the Date hereof, at and upon the reasonable request and proper Costs and Charges in the Law of the said *E. A.* her Heirs and Assigns, do, make, levy, execute, acknowledge, and further, All and every such farther, and other reasonable Act and Acts, Thing and Things, for the farther or better assuring the said Messuages, Lands, and Premises unto the said *E. A.* her Heirs and Assigns, As by the said *E. A.* her Heirs or Assigns, or her or their Counsel learned in the Law shall be reasonably devised, advised, or required, In witness whereof, &c.

A Release of all Right and Title to several Mannors and Lands for ever.

THIS Indenture, &c. Between the Right Honourable *F.* Earl of *S.* of the one part, And *Sir G. B.* of *B.* &c. of the other part, Witnesseth, That the said Earl of *S.* for divers good Causes and Considerations him thereunto moving, hath Remised, Released, and for ever quit Claimed, And by these Presents for himself and his Heirs, doth fully, clearly, and absolutely remise, release, and for ever quit Claim unto the said *Sir G. B.* all that the Lordship or Mannors of, &c. in the County of *S.* with its Rights, Members, and Appurtenances, All those Lordships or Mannors or Mannor of the *B.* &c. with their Rights, Members, and Appurtenances; And all those two Messuages and Tenements lying and being, &c. with all Gardens, Backsides, and Appurtenances thereunto belonging. And also all manner of Tenth and Tithes of Corn, Grain, and Pulse, and other Tithes, hereby arising, growing Renewing, or Happening within the Towns, Fields, Hamlets, and Parishes of *K.* and *C. M.* aforesaid, and in every of them, And also the Advowsons, Patronages, Vicaridges, Donations, Free-dispositions and Rights of Patronage of the Parish Churches of *K.* and *C. M.* aforesaid, and also all and singular Parks, Messuages, Houses, Mills, Barns, Buildings, Stables, Dove houses, Yards, Fowld-yards, Orchards, Woods, Grounds, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Profits, Wafts, Furrs, Heathis, Mines, Quarries, Woods, Underwoods, Waters, Streams, Ponds, Pools, Fishings, Courts Leets, Views of Frank-pledge, Courts Baron, Perquisites, and profits of Courts, Reversions, Services, Franchises, Royalties, Priviledges, Jurisdctions, Profits, Commodities, Emoluments and Hereditaments whatsoever, with their and every of their Rights, Members, and Appurtenances to the said Lordships, Mannors, Lands, Tenements, and Hereditaments, or any of them in any wise appertaining, or to or with the same, or any part thereof, now, or at any time heretofore used, held, Occupied or enjoyed, or accepted, reputed, known, or taken as part, parcel and member of the same, And also the Reversion and Reversions, Remainder and Remainders of the same Premises, and every part thereof, And all Rents, Duties and Services, reserved upon any Lease, Demise or Grant thereof, or of any part thereof, made or granted; And all and every of the Estate, Right, Title, Interest, Claim, and Demand whatsoever, of him the said *F.* Earl of *G.* of, in and to the said several Lordships, Mannors, Lands, Tenements, Hereditaments and Premises.

To have and to hold all the said Mannors, Lands, Tenements, Hereditaments and Premises, with their Appurtenances. unto the said *Sir G. B.* his Heirs and Assigns, to the only use and behoof, of the said *S. R.* his Heirs and Assigns for ever, So that neither he the said *F.* Earl of *S.* nor his Heirs, nor any other person or persons for him or them, or in his or their Names, or in the name, right, stead of any

K k

of

of them, shall or will, by any way or means, hereafter have, Claim, Challenge, or demand any Estate, Right, Title, or Interest of, in, or to the Premises, or any part or parcel thereof. In witness Whereof, &c.

A Lease of a Prebend and Tythes.

Reciting a
Grant from
the Crown.

THIS Indenture made, &c. Between O. B. of, &c. and Dame D. his Wife, heretofore the Wife of G. C. late of, &c. of the one part, And J. T. Mayor of the Burrough of *Stafford*, and the Burgessees of the same Burrough of the other part, *Whereas* Queen *Elizabeth*, late Queen of *England*, of famous memory, by her Letters Patents the Fourteenth Day of *December*, in the Fourteenth year of her Reign, did of her free Grace grant unto the then Burgessees of the Town of *S.* that the Church of the Town of *S.* for ever, should be and remain a Parish Church, by the Name of the Parish Church of the blessed *Mary* of the Town of *S.* and a Rector thereof for ever to continue, And for the better living and salary of the Rector and Curate thereof, and for the perpetual payment of a Sum of Money to a Schoolmaster and a Grammar School within the said Town, and to a Curate or Minister of the Church of *Marston*, did give and grant unto the then Burgessees of the Town aforesaid, and to their Successors, all the then late Colledge, then late called the Colledge of *S.* and all and singular her Prebends of *C. M.* and *S.* with their Rights, Members, and Appurtenances whatsoever in the said County of *S.* and all and all manner of Messuages, Houses, Edifices, Lands, Glebes, and all and singular Tythes of Corn, and other Tythes whatsoever, And also Oblations, Obventions, Fruits, Profits, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Rents, Reversions, and other Hereditaments whatsoever, with their Appurtenances whatsoever in *S. C. M. S. R.* or elsewhere, within the said County of *S.* to the said late Colledge and Prebend aforesaid, or to either of them, or any parcel thereof, any way appertaining or belonging, or accepted, reputed, or taken to be any part, parcel, or member thereof, To have, hold, and enjoy all the aforesaid late Colledge, and all the aforesaid Prebend, Tythes Oblations, Obventions, Fruits, Profits, Lands, Tenements, Rents, Reversions, Services, and all other the Premises, with their Appurtenances whatsoever, to the intent, use, and purpose that they and their Successors yearly for ever, should well and faithfully content to the aforesaid Rector of the Church aforesaid, and to his Successors for the time being xvj *l.* by the year for his Stipend and Salary, and to the Curate or Under-Minister in the Church aforesaid, to serve and administer yearly viij *l.* and yearly to the Curate or Under-Minister of *M.* and his Successors for ever viij *l.* and to one Schoolmaster in the Town of *S.* aforesaid yearly iij *l.* v *s.* and further to distribute and pay over the other Profits and yearly Rents and Reversions of all and singular the Premises, coming and remaining over and above the aforesaid several Sums

Habend.

Sums of Money, upon the repair of the Church and Chancel of *S.* aforesaid, and other good and charitable Works within the Town of *S.* aforesaid, according to the discretion of the said then Burgeses and their Successors for ever, to be executed and fulfilled, as by the said Letters Patents, whereunto relation being had, more fully appeareth.

And whereas the said Mayor and Burgeses of *S.* by their Deed under their Common Seal duly executed, bearing Date &c. day of, &c. in the said 24th year of the Reign of the said *Q. E.* did convey unto *W. C.* and his Heirs, the said Prebend and Tythes of *M.* reserving only viij *l.* per annum, for the use of the Curate or Minister at *M.* aforesaid.

And the said *W. C.* afterward for valuable Considerations did convey the same to *M. C.* who after conveyed the same to *G. C.* his younger son, from whom the same descended to *M. C.* and from him the same descended to *G. C.* Esq; late Husband of the said *D. B.* who upon his inter-marriage with the said Dame *D.* and in consideration of 3000 *l.* Portion, did settle the said Prebend and Tythes amongst other things, for Joynture of the said *D.* And whereas by the death of the said *G. C.* the said Prebend, Rectory and Tythes did by virtue of the said Conveyance for Joynture, come unto the said *D.* for her life, and the Inheritance thereof descended unto *D. E.* and *M. C.* Infants, Daughters and Heirs of the said *G. C.* and the Prebend and Tythes have been by the said Dame *D.* and in her right ever since occupied accordingly.

And whereas at the instance of the Mayor and Burgeses of *S.* upon a Commission for Charitable uses in the said County of *S.* an Inquisition in April last was taken, whereby the said Letters Patents made by the said *Q. E.* were found, and that the said *A. B.* and Dame *D.* have misemployed the said Prebend and Tythes of *M.* and that the same have been misemployed ever since the said Grant, and the said Commissioners by their Order and Decree of the said Date, have ordered and decreed that the said Mayor and Burgeses, and their Successors, do hold and enjoy the said Prebend and Tythes, for the uses in the said Letters Patents mentioned.

And whereas the said Mayor and Burgeses, having made application to the said *A. B.* and Dame *D.* concerning the said Premisses, the said *A. B.* hath given clear satisfaction to the Counsel of the said Mayor and Burgeses, and also to the said Mayor, who was in person at London attending the said business, that the said Premisses being purchased for valuable Consideration, and also settled upon the said *D.* for a great Portion paid, cannot be imprison'd or question'd by any Commissioners for Charitable uses, and that the said pretended Claim was never heard of, or made known to the said *A. B.* or Dame *D.* until March last, that they had notice to appear before the Commissioners of Charitable uses, and that the Inheritance is vested in the said Infants, the Premisses having been enjoyed by their great Grandfather, and by his Posterity ever since without Interruption.

And therefore the said *A. B.* & Dame *D.* have put in Exceptions to the said Decrees, with intent to reverse the same; yet nevertheless for that there appeareth in the said Letters Patents, that there was an intent the Premisses should be applied to Charitable uses, and it appears that the maintenance of the said Rector & Minister of *M.* is very small, they the said *A. B.* & Dame *D.* considering the general Intent of the said Letters Patents, was for Charitable uses, & under the Rent herein reserved,

Demise. Have set, and to farm letten, and by these Presents do set and to farm let unto the Mayor and the Burgesses of the said Burrough, and to their Successors, the said Prebend and Tythes of *M.* aforesaid, with their and every of their Rights, Members, and Appurtenances whatsoever, *To have and to hold* unto the said Mayor and Burgesses, and their Successors, and their Assigns, from the Feast-day of, &c. for and during, and unto the full end and term of xli. years thence ensuing, and fully to be compleat and ended, if the said Dame *D.* shall so long live, Yielding and paying therefore yearly and every year, during the said term, unto the said *O. B.* and Dame *D.* 18 *l.* whereof 8 *l.* to be paid yearly, over and above all Taxes and Deductions whatsoever, to the Minister or Curate of *M.* aforesaid, And that it shall be lawful for the said Mayor and Burgesses, and their Successors, from time to time to defalk, and that the yearly Rent of 18 *l.* to be paid at, &c. Upon Trust and Confidence that they the said Mayor and Burgesses shall employ the rest and residue of the Rents and Profits of the Premises yearly due to the use before expressed.

Reentry. And if it shall happen the said yearly Rents and Payments, or any part thereof, to be behind and unpaid in part or in all, by the space of 14 days next after any of the said Feasts on which the same ought to be paid, being lawfully demanded, That then and from thenceforth it shall and may be lawful to and for the said Sir *O. B.* and Dame *D.* or either of them, their or either of their Heirs or Assigns, into the said Premises with the Appurtenances, or into any part thereof in the name of the whole to reenter, and the same to have again, repossess, and enjoy, as in his or their former Estate, this present Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding.

Quiet enjoyment paying the Rent. And the said *O. B.* for himself, his Executors, Administrators, and Assigns, and every of them, doth covenant, promise and grant, to and with the said Mayor and Burgesses, and their Successors, by these Presents, That they the said Mayor and Burgesses, and their Successors, yielding and paying all and every the Rents and Payments aforesaid, shall and may, during all the term hereby granted, peaceably and quietly enjoy all and every the Premises hereby granted, without any the lawful let suit, trouble, or eviction of them the said *O. B.* and Dame *D.* or either of them, or of any other person or persons whomsoever, having or claiming any Estate, Right or Title, by, from, or under them, or either of them, Saving and except such Lease as the said *A. B.* and Dame *D.* hath made of the Premises, under the yearly Rent of if any such Lease thereof be now in being. In witness whereof to one part of these Presents remaining with the said Mayor and Burgesses, the said *O. B.* and Dame *D.* have set their Hands and Seals, and to the other part thereof remaining with the said *O. B.* and Dame *D.* the said Mayor and Burgesses have put their Common Seal the Day and Year first above written.

A Grant of a Rent charge, out of several Lands, by Tenant for years and him in Reversion.

This Indenture Tripartie, made, &c. Between *J. B.* of, &c. *J. P.* of, &c. *J. D.* and *T. B.* of, &c. of the first part, *R. E.* of, &c. *R. E.* the younger Son and Heir apparent of the said *R. E.* of the second part, and the Honourable *R. V.* of, &c. of the third part. Whereas the said *J. D.* and *T. B.* are, and stand possessed and estated in the Mannors of *A.* and other the Lands, Tenements and Hereditaments herein after mentioned, for the remainder of a Term of Threescore years to them Granted, Assigned and Conveyed, by *R. A.* of, &c. and *T. P.* of, &c. by and with the privity and consent of the said *R. E.* the Elder, and *R. E.* the younger, as by an Indenture Tripartite, bearing Date the, &c. day of, &c. now last past before the Date hereof, made between the said *R. A.* and *T. B.* of the first part, the said *R. E.* the Elder, and *R. E.* the younger, of the second part, and the said *J. D.* and *T. B.* of the third part, relation being thereunto had more plainly appeareth.

Recital of the Estate for years.

And whereas the said *J. B.* and *J. P.* are, and stand seized of the said Mannor and other the said Lands, Tenements, and Hereditaments herein after mentioned, and the Reversion and Inheritance thereof, of an Estate in Fee-simple to them and their Heirs, by force and virtue of an Indenture of Bargain and Sale thereof to them made and executed, enrolled in the High Courts of Chancery, and bearing Date the, &c. day of, &c. now last past before the Date hereof, and made between the said *R. E.* the Elder, *R. E.* the younger, and *T. E.* one of the Brethren of the said *R. E.* the Elder, of the one part, and the said *J. B.* and *J. P.* of the other part, and by force and virtue of a Fine and Common Recovery, had, levied, and suffered according to the intent and true meaning of the said Indenture of Bargain and Sale, and of the Agreement therein mentioned and expressed.

The Estate in Fee.

Now this Indenture witnesseth, That the said *J. B.* *J. P.* *J. D.* and *T. B.* according to their several Estates and Interests, for and in consideration of the Sum of Two Thousand and one hundred Pounds of lawful Money of England, to them in hand paid by the said *R. V.* at and before the Ensealing and Delivery of these Presents, the receipt whereof the said *J. B.* *J. P.* *J. D.* and *T. B.* do hereby acknowledge, and thereof, and of every part thereof, do acquit, exonerate, and discharge the said *R. V.* his Executors, and Administrators, for ever, by these Presents, Have, by and with the said Privity, consent, and special directions of the said *R. E.* the Elder, and *R. E.* the younger, testified by their being Parties to these Presents. Given, granted and confirmed, and by these Presents, for themselves, their Heirs, Executors, Administrators, and Assigns, respectively, and according to their several and respective Estates, That is to say, the said *J. B.* and *J. P.* for themselves, their Heirs and

Grant of the Annuity by all according to their several Estates and Interests.

and Assigns, and the said *J. D.* and *T. B.* for themselves, their Executors, Administrators and Assigns, *Do* give, grant and confirm unto the said *R. V.* one Annuity or yearly Rent charge of Three hundred Pounds of lawful Money of *England*, to be yearly issuing and going out of *All that* the Mannor and Lordship of *A.* with all and singular the Rights, Members, and Appurtenances thereof, in the said County of *I.*

The Premises
out of which
is issuable.

And out of all that the Capital Messuage called, &c. with the Appurtenances in the said County of *I.* And all Houses, Edifices, Buildings, Dove houses, Barns, Stables, Courts, Yards, Curtilages, Gardens, Orchards, and Appurtenances whatsoever, to the said Capital Messuage belonging, or therewith enjoyed. And out of all and every the Lands, Meadows, Pastures, Feedings, grounds and Hereditaments whatsoever, to the said Capital Messuage belonging or appertaining, or therewith usually occupied or enjoyed, as Demesns or Demesne Lands thereunto belonging, or accepted, reputed, deemed, or taken to be part, parcel, or member thereof, or to belong thereunto, and heretofore in the tenure or occupation of Sir *R. E.* Father of the said *R. E.* the Elder, and now, or late in the joynt, severall, or other Tenures or occupations of the said *R. E.* the Elder, or Sir *W. B.* or their, or some or one of their Assigns or Under-Tenants. And out of all and every the Messuages, Houses, Edifices, Buildings, Tofts, Cottages, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, and Hereditaments whatsoever, late of them the said *R. E.* the Elder, *R. E.* the Younger, and *T. E.* or of any of them, or whereof, or wherein they, or any of them, ever had any manner of Estate in Possession, Reversion, Remainder, or otherwise, or whereof they, or any of them, are, or ever were reputed to be Owner or Owners, situate, lying, and being within the said Mannor or Lordship of *A.* or within the Towns, Fields, Parishes, Hamlets, Precincts or Territories of *A.* aforesaid, or elsewhere in the said County of *I.*

Habend. the
Annuity during
the life of the
grantee.

And also, out of all and singular other the Mannors, Messuages, Houses, Edifices, Mills, Lands, Tenements, and Hereditaments whatsoever, with all and singular their and every of their Appurtenances, which were lately conveyed and assured, or meant, mentioned, or intended to be conveyed or assured unto the said *J. B.* and *J. P.* by the said *R. E.* the Elder, *R. E.* the Younger, and *T. E.* or unto the said *J. D.* and *T. B.* by the said *R. A.* and *T. B.* by the said severall Conveyances before-mentioned, or by any other Conveyance or Assurance whatsoever. *To have, hold, perceive, and yearly to receive, take and enjoy* the said Annuity or yearly Rent-charge of Three hundred Pounds to the said *R. V.* and his Assigns, for and during the term of his Natural life, payable yearly at two usual Feasts or Terms in the year. That is to say, the Feast of, &c. by even and equal portions, the first payment thereof to begin and be made at the Feast of, &c. next ensuing the Date hereof. And all the payments thereof, to be made, at, or in, &c.

Nomine p^{re}s^{ent}e.

And the said *J. B.* and *J. P.* *J. D.* and *T. B.* for themselves, their Heirs, Executors and Assigns, respectively, according to their severall Estates in the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises, do grant unto the said *R. V.* and his Assigns, that if it shall happen the said Annuity or yearly Rent-charge of Three hundred Pounds

Pounds *per Annum*, or any part thereof to be behind or unpaid by the space of Twenty days, next after any of the said Days in which the same ought to be paid, as aforesaid. That then, and so often the said *J. B.* and *J. P. J. D.* and *T. B.* their Heirs, Executors, and Assigns, shall forfeit and lose unto the said *R. V.* and his Assigns, the Sum of Twenty pounds of lawful Money of *England*, *Nomine pænæ toties quoties*, for every Twenty days that the said yearly Rent, or any part thereof shall be behind or unpaid, after any of the said Days wherein it is hereby appointed to be paid, as aforesaid.

To forfeit 20 l. for every 20 days the Rent is unpaid.

And the said *J. B.* and *J. P. J. D.* and *T. B.* do farther, for themselves, their Heirs, Executors and Assigns, respectively, and according to their respective Estates, as aforesaid, grant and agree to and with the said *R. V.* and his Assigns, that whensoever, and as often as the said yearly Rent of Three hundred Pounds, or any part thereof, or any Sum or Sums of Twenty Pounds, *Nomine pænæ*, or any part thereof shall be behind, unpaid, or in arrear; That then and so often, and from time to time, it shall and may be lawful to and for the said *R. V.* and his Assigns, into and upon the said Mannor, Messuages, Lands Tenements, Hereditaments, and all and singular other the Premises, out of which the said yearly Rent is granted, or hereby mentioned to be granted; to be issuing or mentioned to be issuing, as aforesaid, and into every, or any part or parcel thereof, at his and their liberty, choice and pleasure, to enter and distrain for the said yearly Rent of 300 l. and Arrearages thereof, and for the said Sum and Sums of Twenty Pounds, *Nomine pænæ*, and Arrearages thereof, or for either, or any of them. And the Distress and Distresses, then and there so found, to take, lead, drive, carry away, and impound, and impounded to detain and keep, until the same yearly Rent of Three hundred Pounds, and all Arrearages thereof, and all Sum and Sums of Money lost *Nomine pænæ*, and every part thereof, or such part or parts of the said yearly Rent of Three hundred Pounds and of the Arrearages thereof, or of the said Sum or Sums of Money lost, *Nomine pænæ*, for which such Distress or Distresses shall be made, as aforesaid, shall be unto the said *R. V.* and his Assigns, fully satisfied contented and paid.

Liberty to enter and distrain.

And the said *R. E.* the Elder and *R. E.* the Younger, for themselves, their; and either of their Heirs, Executors, Administrators, and Assigns, and for every of them jointly and severally, do Covenant, Promise and Grant, to and with the said *R. V.* his Executors, Administrators, and Assigns, and every of them by these Presents, That the said *J. B. J. P. J. D.* and *T. B.* immediately after the making of the said several Conveyances unto them respectively made, or mentioned to be made, as aforesaid had, according to the said several and respective Estates to them made, or mentioned to be made, as aforesaid. And for and notwithstanding any act or thing by the said *R. E.* the Elder, and *R. E.* the Younger, or either of them, had, made, done, committed, or suffered to the contrary, still have full Power and lawful Authority by these Presents, to charge the said Mannors, Messuages Lands, Tenements, Hereditaments, and Premises, and every part thereof, with the said yearly Rent of Three hundred Pounds, and *Nomine pænæ* aforesaid, unto the said *R. V.* and his Assigns, in manner and form aforesaid:

Covenant jointly and severally power to charge the Premises with the Annuity.

And that the
Premises shall
be overt and ly-
able to distress.

And that the said Mannor, Messuages, Lands Tenements, Hereditaments and Premises before-mentioned, and out of which the said yearly Rent is hereby granted, or mentioned to be granted, to be issuing as aforesaid, shall from time to time, during the Natural life of the said *R. V.* be overt and liable to the Distress and Distresses of the said *R. V.* and his Assigns, for the said yearly Rent of Three hundred Pounds, and *Nomine pænæ* aforesaid, with the Arrearages thereof.

Quietly enter
and distrain
if arrear.

And that the said *R. V.* and his Assigns, shall and may from time to time, and as often as the said Rent and *Nomine pænæ*, or any part thereof, shall be behind and unpaid, peaceably and quietly enter into the said Mannor, Messuage, Lands, Tenements, Hereditaments and Premises, out of which the said yearly Rent is hereby granted, or mentioned to be granted, to be issuing as aforesaid, and into every or any part or parcel thereof, and there take Distress and Distresses, and the same, lead, drive, and carry away, impound and keep, without any manner of lett, trouble, hindrance, rescue or disturbance of the said *R. E.* the Elder, and *R. E.* the Younger, or either of them, or of their or either of their Heirs or Assigns, or of any other Person or Persons whatsoever, by their, or either or any of their Means or Consent, and without the lawful let and hindrance, or disturbance of any other Person or Persons whatsoever, until the said yearly Rent and Arrearages thereof, if any shall be, and the said Sum and Sums of Twenty Pounds lost, *Nomine pænæ*, and every part thereof, shall be to the said *R. V.* and his Assigns, fully satisfied, contented and paid.

Covenant for
payment.

And further, That the said yearly Rent of Three hundred Pounds, and the said Sum and Sums of Money, *Nomine pænæ*, granted, or mentioned to be granted, as aforesaid, shall be from time to time satisfied and paid unto the said *R. V.* and his Assigns, during the Natural life of the said *R. V.* at the days, time and place as the same shall become due and payable, according to the intent and true meaning of these Presents.

The Rent-
charge to be
liable to no
Taxes.

And moreover, That if any Lays, Taxes, or Impositions whatsoever, shall be layed, taxed, imposed, or assessed upon the said Rent-charge of Three hundred Pounds *per Annum*, hereby granted, or mentioned to be granted, or upon the said *R. V.* or his Assigns, for or by reason, or in respect of the said Rent-charge, by any Act, Order or Ordinance of Parliament, or of one and both Houses of Parliament, or by any Authority derived or pretended to be derived from or under any Order or Ordinance of Parliament, or of one or both Houses of Parliament, or by force or colour of any Military Power or Command now in being, or which hereafter shall be, or by force or colour of any other Power or Authority whatsoever; or for King, Church, or Country, or for any other cause whatsoever; That then the said *R. E.* the Elder, and *R. E.* the Younger, or one of them, their, or one of their Heirs, Executors, or Administrators, or the said *J. B.* *J. P.* *J. D.* and *T. B.* so long as they shall be Owners of the said Mannor, Messuages, Lands, Tenements, Hereditaments and Premises, or the Assign or Assigns of the said *J. B.* *J. P.* *J. D.* and *T. B.* from and after one or more Reconveyance or Reconveyances thereof, made by the said *J. B.* *J. P.* *J. D.* and *T. B.* or the Heirs, Executors, or Admi-

Administrators of such Assign or Assigns, or some of them, shall and will bear and pay the same, and save and keep harmless and indemnified the said *R. V.* and his Assigns, and his and their Executors and Administrators, of and from the same. In witness whereof, to one part of these Present Indentures, remaining with the said *R. V.* as well the said *R. E.* the elder, and *R. E.* the younger, as the said *J. B. J. P. J. D.* and *T. B.* have set their Hands and Seals, to one other part thereof remaining with the said *R. E.* the elder, and *R. E.* the younger, as well the said *R. V.* as the said *J. B. J. P. J. D.* and *T. B.* have set their Hands and Seals; And to one other part thereof remaining with the said *J. B. J. P. J. D.* and *T. B.* as well the said *R. V.* as the said *R. E.* the elder, and *R. E.* the younger, have set their Hands and Seals the day and year first above-written, *An. Dom. &c.*

A Declaration of a discharge of several Covenants made in a Conveyance.

Whereas by one Indenture bearing Date with these Presents, Made between *N. S.* of, &c. of the one part, and me *J. A.* of, &c. of the other part, purporting a Conveyance made by the said *M. S.* unto me and my Heirs, of divers Closes, Lands, Tenements, and Hereditaments, in the County of *L.* therein mentioned, there is a Covenant on the part of the said *M. S.* for my quiet enjoying the same, without and free from all Incumbrances whatsoever, had, made, knowledge, or entred into by the said *M. S.* I do now hereby declare and agree, that one Lease heretofore made by the said *M. S.* unto *W. J.* of the same Lands for Ten Thousand years, by Indenture bearing Date, &c. At such yearly Rent, and with such Conditions, as is therein mentioned, was well known unto me before, and at the Sealing of the said Indenture, bearing Date with these Presents. And that I do know, that this Indenture of Lease is not only void by the breach of Conditions herein expressed, but hath been also long since actually surrendered by the said *W. J.* to the said *M. S.* and his Heirs. And therefore neither is, nor can be any breach of the said Covenant in the said Indenture, bearing Date with these Presents; Nor will I the said *J. A.* take any advantage of breach of the said Covenant against the said *M. S.* his Executors or Administrators, for, or in respect of the said Lease, notwithstanding that the same is not excepted in the said Covenant.

Whereas the vnder has Covenanted in his Deed of Sale that the Premises were free from Incumbrances, when in Truth there was a Lease thereon being the vendee now Covenants to take no advantage thereof.

And whereas in the said Indenture, bearing Date with these Presents, there is contained a Covenant on the part of the said *M. S.* for further Assurance to be made by him, his Heirs and Assigns, and all and every other Person or Persons, having, or lawfully claiming any Estate, Right, Title, or Interest, of, in, or to the Premises, or any part thereof, by, from, or under the said *M. L.* I do hereby grant and agree, to and with the said *M. S.* That he the said *M. S.* his Heirs, Executors, or Administrators, are not, nor shall be any way compen-

To discharge the Covenant for further assurance as to one particular person.

able either in Law or equity by the said Covenant, or any thing else in the said Indenture contained, to cause or procure *I. M.* or his Assigns, to make any Assurance, or to do any act or thing whatsoever, in respect of any Estate or Estates, made or assigned to him, and one *H. T.* of, and in the same Lands, or any part thereof, by one *D. O.* or by one *V. G.* But it is intended nevertheless, that I shall have such benefit of those Estates, and of the Trust reposed in the said *J. M.* and *H. T.* as the said *M. S.* ought to have. In witness, &c.

A Letter of Attorney to constitute a Gardian to manage the Minors Estate in his absence, he being going to Travil.

TO all People to whom these Presents shall come, *C. C.* Esquire, one of the Sons of the Right Honourable *A. Lord C.* deceased, sendeth Greeting in our Lord God Everlasting. Know ye, That I the said *C. C.* being of the Age of, &c. years, and above, and under the Age of 21 years, and being now to go in Parts beyond the Seas for my better Education, Have constituted, appointed, and in my place and stead put; And by these Presents do nominate and appoint the Right Honourable *E. L. C.* my Mother, to be my Guardian, and to do, act, and execute all such things whatsoever relating to my Person or Estate, as a Guardian can, may, or ought to do; and I do also constitute, appoint, and in my place and stead put the said *E. L. C.* my Mother, to be my true and lawful Attorney, for me, and in my name, place and stead, and to my use, from time to time, at her discretion, to let, set, manage and dispose all or any of the said Mannors, Lands and other Hereditaments to me belonging, or which shall hereafter belong to me, and to receive and take all the Rents and Issues thereof, and from time to time to ask, sue for, levy, require, recover and receive all, and all manner of Debts, Duties, Rent and Rents, Sum and Sums of Mony, due, or hereafter to be due or payable unto me the said *C. C.* by any Person or Persons whatsoever, for any matter, cause, or thing whatsoever. And upon Receipt thereof, in my name, or in her own name, to make and give Acquittance or other Discharges for the same.

And also, for me, and in my name and stead, to enter and make any Entry or Entries into all or any Mannor, Lands, Tenements or Hereditaments, of me the said *C. C.* or out of which any Rent, or other duty or thing, is, or shall be due unto me, and into all or any other Lands, Tenements or Hereditaments, that do or may belong unto me by reason of the non-payment of any Rent or Rents, or Sum or Sums of Mony due, or to be due unto me, upon or by reason of any Lease or Leases, Estate or Estates, Conveyance or Conveyances, or otherwise howsoever

And also, for me, and in my name, to take, or cause to be taken, any Distress or Distresses, and make or cause to be made, any Avowry or Avowries, Conusance or Conusances, of, or for any such Distress or Distresses, and for me, and in my name, to commence or prosecute any Suits, Action or Actions, as well real as personal, or mixt for any Lands,

Tene-

Tenements, Hereditaments, Debt, Duty, Matter, Cause or thing whatsoever, due or belonging, or which shall be due or belong to me or to be demanded, or that may be demanded by me in any Court or Courts of Record, or in any other Courts or place whatsoever. And the same Actions and Suits, and every of them, to prosecute and follow or discontinue the same or become Nonsuit therein, if she shall see cause.

And also, for me, and in my name, to use and take all such ways, courses, means and remedies, for the recovering, receiving, having, obtaining or getting any Mannors, Lands, Tenements, Rents, Hereditaments, Goods, Chattels, Debts, Duties, Sum or Sums of Money, or other thing whatsoever, that is, are, or shall be, or by my said Attorney and Guardian shall be conceived, or thought to be, unto me belonging, appertaining, due, owing or payable in any wise howsoever. As I my self may or might use or take, if I were present in person. And also to appear, make, answer, and defend, for me and in my name, in all manner of Actions and Suits whatsoever, which are, or at any time hereafter shall be commenced, sued or taken against me, the said C. C. by any Person or Persons whatsoever. And for the better doing, acting, performing or executing of all or any the Premises, I do hereby further give unto my said Guardian and Attorney, full power and Authority to constitute, appoint, Authorize, and in her or my place and stead put one or more Attorney or Attorneys for me, as my Attorney or Attorneys, and to be my Attorney or Attorneys, and the same at her pleasure again to revoke, and other or others in his or their place to substitute and todo, execute, perform and finish, for me, and in my name, all and singular things which shall be expedient, and necessary in, about, for, touching or concerning the premises, or any of them; as thoroughly and wholly as I the said C. C. might or could do, in, or about the same, being personally present. And whatsoever my said Attorney or Guardian shall do, or cause to be done, in, about, or concerning the Premises, I the said C. C. do and shall ratify, confirm and allow, as fully and amply as if I my self were present, and did the same in my own person. In witness whereof I the said C. C. have to these presents set my Hand and Seal. the Day of, &c.

A Letter of Attorney to sue Sir J. L. Marshal of the Kings-Bench, upon an Escape.

This Indenture, made, &c. the day of, &c. Between *M. S.* of the one part, and *J. A.* of, &c. of the other part, Witnesseth, That the said *M. S.* doth hereby make, constitute, and appoint the said *J. A.* to be his true and lawful Attorney, for him, and in his Name to prosecute any Suit or Suits, commenced, or to be commenced against Sir *J. L.* Knight, Marshal of the *Marshalseys*, &c. for and concerning the Escape of *W. J.* heretofore a Prisoner at the Suit of the said *M. S.* in the custody of the said Sir *J. L.*

And the said *M. S.* doth here grant unto the said *J. A.* that it shall be lawful for him the said *J. A.* his Executors and Administrators, to take, have, and receive to his and their own use, all such Moneys as shall or may be recovered against the said Sir *J. L.* in the name of the said *M. S.* for the said Escape, without any account to be made to the said *M. S.* for the same; And to use all such lawful ways and means for the recovery thereof, in the name of the said *M. S.* which he himself may, or might use and do.

Covenant not
to release the
Action.

And that he the said *M. S.* will not release or discharge the said Sir *J. L.* concerning the said Escape, nor do any other act or thing whereby the said *J. A.* his Executors or Administrators, may not have and take in the Name of the said *M. S.* but to the proper use and benefit of the said *J. A.* his Executors or Administrators, all such benefit and advantage as the said *M. S.* might have or take against the said *J. L.* for and concerning the said Escape of the said *W. J.* And that the said *M. S.* will not revoke any Power or Authority hereby given unto the said *J. A.* And that he, his Executors and Administrators, will at any time, hereafter, renew, or give such further Power and Authority to the said *J. A.* his Executors or Administrators, touching the Premises as shall be reasonably required, and ratifie and allow whatsoever shall be done by the said *J. A.* his Executors or Administrators, by virtue of, or according to the Power or Authority hereby given.

To indemnify
him that makes
the Letter of
Attorney from
all Costs, &c.

And the said *J. A.* for himself, his Executors or Administrators, doth Covenant and grant to and with the said *M. S.* his Executors, Administrators and Assigns, by these Presents, That the said *J. A.* his Executors and Administrators, shall and will from time to time, and at all times hereafter well and sufficiently save and keep harmless and indemnified the said *M. S.* his Executors and Administrators, from all costs of Suit and other Damages, which shall or may accrue, happen or come to him, them, or any of them, by reason of any Action or Suit to be prosecuted in the Name of the said *M. S.* against the said Sir *J. L.* or for or be reason of the making of these Presents, or any matter or thing herein contained. In witness, &c.

Articles

*Articles of Agreement to settle two Houses in London
to several uses, if they be recovered at Law, and to
pay charges.*

WHereas *J.W.* being heretofore seised in her Demesne as of Fee, of and in All those the Chappel-House, Tenements, Shops, Cellers, Sollars, and Rooms, with their Appurtenances, in St. P. C. L. Did by her last Will and Testament in Writing, dated, &c. give and devise the same, and Reversion and Reversions thereof, to *R.W.* her Son, and the Heirs of his Body lawfully begotten, And for default of such Issue, to *H.W.* her second Son, and the Heirs of his Body lawfully begotten, And for Default of such Issue, to *R.H.* Son of *J.H.* and *S.* his Wife, and the Heirs of the Body of the said *R.* lawfully to be begotten, And for default of such Issue, To the Heirs of the Bodies of the said *J.H.* and of the said *S.* his Wife, the Daughter of the said *J.W.* between them lawfully begotten.

And whereas the said *R.W.* and *H.W.* are long since Dead without Issue, And the said *R.H.* being also Dead, left Issue by the said *S.* his Wife two Daughters, *A.* and *M.* which *A.* dying without Issue, and the said *M.* Married one *J.H.* and had Issue *M.H.* late the Wife of the said *T.R.*

And the said *M.H.* being unjustly kept out of the possession of the said Premises, the said *T.R.* her Husband (after his Marriage with her) commenced, and prosecuted several Suits in Law and Chancery concerning the Premises, and in order to the recovering of the said House and Premises, wherein he expended and laid out above Two hundred Pounds, And the said *M.* dying before the Premises were recovered, the Right and Title to the said Lands, according to the said Will and Entail, made by the said *J.W.* did of right come, and is accrued to the said *H.G.* being Son and Heir of the said *M.* by *H.G.* her former Husband.

And the said *M.R.* having other Lands which she might have freely disposed of, and did not, but did leave them to descend to the said *H.G.* Did at several times before her Death declare her mind and intention, That the said *T.R.* her Husband should be by her said Son satisfied and paid all his Disbursements and Moneys Expended in the said Suits, And moreover did desire, that the said *T.R.* (who by reason of his long time spent, and great pains taken in the Prosecution of the said Suits, was the best able to assist the said *H.G.*) would afford the said *H.* his best endeavours for the recovery of the said premises.

Now for the accomplishing the Desires of the said *M.R.* and for a final Conclusion of all differences between them the said *H.G.* and the said *T.R.* touching the Premises, It is hereby declared, and also covenanted, granted, and agreed by and between the said Parties to these Presents, in manner and form following, (that is to say) That the said *T.R.* shall and will from time to time, at the Costs and Charges

ges of the said *H.G.* commence and prosecute for the said *H.G.* all such Suits in the Court of *H.* London, and in the Court of *C.* or elsewhere, for and towards the obtaining and recovering of the said Houses, Tenements, and Premises in *St. P. C. L.* aforesaid, as he the said *T. R.* shall think fit, or as by the Counsel of the said *H. G.* (learned in the Law) shall be advised, And that within two months or sooner and so soon as conveniently it can be done, after the said Tenements and Premises, shall be recovered and obtained by or for the said *H. G.* He the said *H.* shall at his own proper Costs and Charges (by Fine and Recovery, or otherwise, and by such ways and means as the Counsel of the said *T. R.* shall advise) charge, assure, convey, and settle the said Tenements and Premises in manner following, and to the several uses, intents, and purposes, or to such effect as is herein after expressed (that is to say) First, he shall charge the same with the Payment of a yearly Rent of Twenty pounds *per Annum*, to the said *T. R.* during his natural life, payable quarterly or at four Days and Times in the year therein to be expressed, to be paid without any defalcation, deduction, or abatement, for or in respect of any Taxes Assessments, Contribution, quartering of Souldiers or other matters or things whatsoever, ordinary or extraordinary, and with a sufficient Power to distrain for the same, Which said yearly Rent is and shall be, and is agreed to be in satisfaction of the Moneys by him the said *T. R.* expended in the life-time of the said *M. R.* and by her appointed to be paid as aforesaid.

And the said *H. G.* shall limit the said Tenements, and Premises, so charged as aforesaid, *To the use* of himself the said *H. G.* for and during the Term of his natural life, without Impeachment of or for any manner of Waste, And from and after the Death of the said *H. G.* To the use and behoof of *A.* his own Wife, if she shall be then living, for and during the term of her natural life, for and towards her better maintenance and support, And from and after her decease To the use and behoof of the first Son of the said *H.G.* and the Heirs of the Body of such first Son lawfully to be begotten, And for default of such Issues, To the use and behoof of the second Son of the said *H.G.* and of the Heirs of the Body of such second Son lawfully to be begotten, And for default of such Issue, To the use and behoof of the third Son of the said *H.G.* and of the Heirs of the Body of such third Son lawfully to be begotten, And for default of such Issue, To the use and behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all other the Sons of the said *H.G.* successively one after another, in order and course as they shall be in order and seniority of Age, and priority of Birth, and their several Heirs of their several and respective Bodies lawfully to be begotten, every elder of the said Sons, and the Heirs of his Body, being allways preferred before the younger, and the Heirs of their Bodies, And for default of such Issue, To the use and behoof of all and every the Daughters of the said *H. G.* and the several Heirs of their several and respective Bodies, of all such Daughters lawfully issuing, And for default of such Issue, To the use and behoof of *E. R.* and *T.R.* Sons of the said *T. R.* party to these Presents, by the said *M.* his Wife, deceased, Brethren of the said *H.G.* and of *M.G.* Sister of the said *H.G.* as Tenants in Common, and not as Joyntenants, and to be equally divided amongst them the said *E. R. T. R.*

R. the Son and M.G. share and share alike, and to the use of the several Heirs of the several and respective Bodies of them the said E. P. and T. R. the Son, and of the said M.G. And for default of such Issue, To the use of the right Heirs of the said M. R. deceased, Mother of the said H. G. for ever.

And that he the said H. G. shall and will from time to time, and at all times, after that the said Tenements and Premises shall be recovered or obtained, by or for the said H. G. Or that he shall be thereof seized, at, and upon the reasonable request of the said T. R. do and suffer, and cause to be done and suffered, All and every Act and Acts, Thing and Things whatsoever, for the charging, conveying, assuring, and settling of the said Tenements and Premises, to the uses, intents, and purposes herein before mentioned, which by the said T. R. or his Counsel learned in the Law, shall be reasonably devised or advised and required,

Also it is agreed between the said parties to these Presents, And the said H. G. for him his Heirs, Executors, and Administrators, doth covenant and grant, to and with the said T. R. his Executors and Administrators, by these Presents, That he the said H. G. shall and will pay, and bear all the Charges of the said Suits concerning the said Tenements and Premises, And also shall and will in Consideration of the labour, travel, and attendance of the said T. R. about the same, or in the Solicitation thereof, pay and allow unto him the said T. R. two Shillings six pence for every Court Day of the *Hustings, London*, for Pleas of Land, during the Continuance of any Action or Suit there touching the Premises, which shall be solicited or followed by the said T. R. And also two Shillings Six pence for every Day wherein the said T. R. shall attend at the Court of *Chancery*, or at any Seals of the said Court, or at any other Court or place whatsoever where he shall necessarily attend or sollicite about or concerning the Premises, or by reason of his undertaking the Solicitation of the said Suits.

To pay all Charges.

And lastly it is agreed between the said Parties to these Presents, And the said H. G. for himself, his Heirs, Executors and Administrators, doth covenant, promise, and grant, to and with the said T. R. his Executors, and Administrators, by these Presents, That he the said H. G. shall and will within one Month after he shall have recovered the said Tenements and Premises pay or cause to be paid unto the said M. G. his Sister, the Sum of twenty Pounds of lawful Money of England for and towards the Increase of her Portion.

Assignment of a Trust, by a Mortgagee to the Person for whom he was in Trust.

Recital.

THis Indenture made, &c. Between *R. H.* of, &c. of the one part, And *A. N.* of, &c. of the other part, *Whereas* in and by one Indenture bearing Date, &c. made between Sir *T. H.* of *B.* &c. of the one part, and the said *R. H.* of the other part, He the said Sir *T. H.* did (for the consideration of 2000*l.* therein mentioned to be paid by the said *R. H.*) Demise, Grant, Bargain and Sell unto the said *R. H.* his Executors, Administrators, and Assigns, All those the Mannors and Lordships of *B. B. L.* and *R.* in the County of *S.* with their and every of their Members and Appurtenances, And all and singular the Messuages, Lands, Tenements, and Hereditaments whatsoever, of the said Sir *T. H.* situate, lying or being, &c. in the said County of *S.* And all and singular the Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever of the said Sir *T. H.* situate, lying, or being in, or called, or known by the name or names of, &c. with their and every of their Appurtenances, And the Reversion and Reversions, Remainder and Remainders, of all and singular the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises, and every part and parcel thereof, And all Rents, Services, and Profits thereunto incident and belonging, To have and to hold the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and all and singular other the Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances, unto the said *R. H.* his Executors, Administrators and Assigns, from the Day next before the Date of the said Indenture, for and during the Term of One thousand years from henceforth next ensuing, and fully to be compleat and ended, without Impediment of or for any manner of Waste, Under the Rent of one Pepper-Corn on the Feast of *S. M.* yearly (if the same were lawfully demanded.)

Maxend.

Proviso.

With a Proviso or Condition to be void upon payment of the said Sum of Two thousand pounds, with interest for the same, at certain days and times in the said Indenture mentioned, As in and by the said Indenture (relation being thereunto had) more plainly and at large it doth and may appear.

Declaration of the Trust.

Now this Indenture witnesseth, And the said *R. H.* doth hereby declare and acknowledge, that the Sum of Two thousand pounds in the said Indenture mentioned, was all the proper Money of the said *A. N.* and not any part thereof the Money of the said *R. H.* And that the name of him the said *R. H.* was used therein only in trust for the said *A. N.* and therefore the said *R. H.* in pursuance of the trust in him reposed by the said *A. N.* And for and in Consideration of the Sum of Five shillings to him paid by the said *A. N.* Hath granted, Bargained, Sold, Assigned, and set-over, And by these Presents doth grant, Bargain, Sell, Assign and set-over unto the said *A. N.* his Executors, Administrators, and Assigns, All and singular the said Mannors, Lordship, Lands, and Premises before mentioned, of all

Assignment.

all and singular other the Mannors, messuages, Lands, and Tenements, Hereditaments whatsoever, in and by the said recited Indenture to him the said *R. H.* demised or granted, with their and every of their Appurtenances, And also all the Estate, Right, Title, Interest, Term of years, Property, Claim, and Demand whatsoever, of him the said *R. H.* of, in, and to the Premises, and every part and parcel thereof, Together also with the said recited Indenture, *To have and to hold the said* Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted and assigned, or mentioned to be granted or Assigned, with their and every of their Appurtenances unto the said *A. N.* his Executors, Administrators, and Assigns, for and during all such Term and Estate, as he the said *R. H.* hath or ought to have therein.

Habend.

And the said *R. H.* for himself, his Heirs, Executors, Administrators, and Assigns and for every of them, doth covenant, promise, and grant to and with the said *A. N.* his Executors, Administrators, and Assigns, by these Presents, That he the said *R. H.* hath not done, or Wittingly and Willingly suffered to be done, any act or thing whereby the said Mannors, Lands, and Premises, or any of them, are or may be any way impeached, charged, or incumbered, in Title, Charge, Estate, or otherwise, In witness whereof, &c.

Covenant done
no act to In-
cumber.

A Mortgage by Lease for 1000 years, and Assignment of a former Mortgage of 99 years of the same Lands, wherein both the owner of the Land, and the former Mortgagee joyn to the now Mortgagee and Trustee for him, and an Assignment of a Statute and Letter of Attorney.

THIS Indenture Quadripartite made, &c. Between *J. R.* of, &c. of the first part, *E. C.* of, &c. of the second part, *R. B.* of the third part, And *J. H.* of the fourth part *Witnesseth*, That the said *E. C.* (by and with consent of the said *J. R.* testified by his, &c. to these Presents) for and in consideration of the Sum of Three thousand pounds of lawful money of *England*, to the said *J. R.* and of Five shillings of like money, to the said *E. C.* in hand paid by the said *R. B.* at or before the sealing and delivery of this present Indenture, the receipt of which said several Sums the said *J. R.* and *E. C.* do hereby respectively acknowledge, and thereof, and of every part and parcel thereof respectively, do clearly and absolutely acquit, exonerate, and discharge the said *R. B.* his Executors and Administrators for ever, by these Presents, Hath demised, granted, bargained, and sold, And by these Presents doth demise, grant, bargain, and sell unto the said *R. B.* his Executors, Administrators, and Assigns, All that the Mannors of *G.* with the Rights, Members, and Appurtenances thereof in the County of *N.* And all the Messuages, Houses, Lands, Tenements, and Hereditaments whatsoever to the said Mannors belonging, or in any wise appertaining. And all Woods, Underwoods, Commons, Fishings, Ways, Easements, Profits, Commodities, Court Leets,

Vide simile
fo. 60.
Quadripartite,
former Mortgagee first
part, owner
of the Land
second part,
now Mortgagee
third part,
Trustee for
now Mortgagee
viz. he to
whom the old
Mortgage
must be assigned
fourth part.
Demise, by
him of the second
part with
consent of him
of the first
part.

M m

Court

Court Barons, Priviledges, Jurifdictions, Franchifes, Views of Frankpledge, Royalties, Lands, Tenements, and Hereditaments whatsoever to the faid Mannor belonging, or in any wife appertaining, or as part, parcel, or member thereof, now, or at any time heretofore commonly accepted, reputed, taken, known, occupied, or enjoyed, And also all that the Advowfon. Donation, Free difpofition, and right of Patronage, of and unto the Church and Parfonage of G. aforefaid, And the Reversion and Reversions, Remainder and Remainders of all and fingular the Premiffes, And all Rents, Refervations, Services and Profits thereto incident and belonging.

Which faid Mannor and Premiffes, by Indenture bearing Date, &c. and Inrolled in *Chancery* the day of next following mentioned to be made between *E. Countefs Dowager of P. H. Earl of P. W. Lord Viscount M* and others of the one part and the faid *E. C.* of the other part, were mentioned to be granted, bargained and fold to the faid *E. C.* his Heirs, &c. *To have and to hold* the faid Mannor, Messuages, Lands, Tenemens, Advowfon, Hereditaments, and all and fingular other the Premiffes hereby demifed, or mentioned to be demifed, with their and every of their Appurtenances unto the faid *R. B.* his Executors, Adminiftrators, and Affigns from the next day before the Day of the Date hereof, for and during the term of One thousand years from thence next enfuing, and fully to be compleat and ended, without impeachment of or for any manner of Wast, Yielding and paying therefore yearly, during the faid term, one Peppercorn at the Feast of Saint *Michael* the Archangel, if it shall be demanded.

And whereas the faid *J. R.* is poffessed for the residue of a term of Fourfcore and Nineteen years of and in all and fingular the faid Mannors, Lands, and Premiffes, (except the Advowfon and Patronage of the Church of G. aforefaid) by virtue of a Lease thereof made by the Right Honourable *J. Earl of P.* deceased, unto Dame *F. T. Widow*, by Indenture bearing date, &c. and by virtue of feveral mean Assignments thereof made.

And also the faid *J. Earl of P.* by one Recognizance in the nature of a Statute Staple, taken and acknowledged before Sir *J. B. Knight*, then Lord Chief Justice of the Court of *Kings Bench*, bearing date &c. did become bound unto the faid Dame *F. T.* in the penal Sum of Six thousand pounds defeazanced, as by the faid Statute and the Defeafance thereof may appear; Which faid Statute, and all the benefit and advantage to be had thereby, is fince also by feveral Letters of Attorney and mean Assignments, lawfully come to the faid *J. R.*

Now this Indenture further witnesseth, That the faid *J. R.* for the Consideration aforefaid, And for and in consideration of the Sum of 5 s. of lawful Money of *E.* to him the faid *J. R.* in hand paid by the faid *J. H.* at or before the fealing and delivery of this present Indenture, the Receipt whereof he the faid *J. R.* doth hereby acknowledge, Hath granted, bargained, sold, assigned, and fet over, And by these Presents doth grant, bargain, fell, assign, and fet over unto the faid *J. H.* his Executors, Adminiftrators, and Affigns, All and fingular the faid Mannor, Messuages, Lands, and Premiffes, and every part and parcel thereof, with the Appurtenances (except before excepted) And all the Estate, Right, Title, Interest, term of years, claim and demand whatsoever of

Habend.

Reddend.

The party of
the first part
is the old Mortgagee.And has a
Statute Staple.Assignment of
the old ———
Mortgage.

of him the said *J. R.* of, in, and to the same, and every part and parcel thereof, *To have and to hold* the said Mannor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted and assigned, or mentioned to be granted or assigned by him the said *J. R.* with their and every of their Appurtenances, unto the said *J. H.* his Executors, Administrators, and Assigns, for and during all the rest, residue, and remainder of the said term of Fourscore and Nineteen years yet to come and unexpired.

Habond.

And further the said *J. R.* for the Considerations aforesaid, Hath granted, assigned, and set over, And by these presents doth grant, Assign, and set over unto the said *J. H.* the said Recognizance or Statute Staple, And all such benefit and advantage as the said *J. R.* his Executors or Administrators, may, can, or ought to have upon or by virtue of the said Statute, or any extent or extents to be sued thereupon.

Assignment of the Statute. —

And the said *J. R.* doth hereby make, ordain, constitute and appoint the said *J. H.* his true and lawful Attorney, for and in the name of the said Dame *F. T.* her Executors or Administrators, to sue and implead the Heirs, Executors or Administrators of the said *J. Earl of P.* and to extend the Mannors, Lands, Tenements, and Hereditaments of the said Earl upon the said Statute, And to do and perform upon, or concerning the said Statute, whatsoever the said *J. R.* might or ought to do upon or concerning the same.

Letter of Attorney to inpower to put it in Suit.

And the said *J. R.* for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and grant, to and with the said *R. B.* his Executors, Administrators, and Assigns, by these Presents, That he the said *J. R.* his Heirs, Executors, Administrators, or Assigns, or some or one of them, shall and will, without any defalcation, deduction, or abatement of any thing, for or in respect of any Taxes, Charges, or Payments whatsoever, ordinary or extraordinary. well and truly pay, or cause to be paid unto the said *R. B.* his Executors, Administrators, or Assigns, at such times and place. and in such manner and form as is herein after expressed, the full Sum of Three thousand pounds of lawful Money of *England*, in Gold or Silver, And also Interest or Consideration for the forbearance thereof, after the rate of Five pounds for every Hundred pounds by the year, for all the time from the Day of the Date of this present Indenture, until the said Three thousand pounds shall be so paid.

Covenant to pay the money.

That is to say, If the said *R. B.* his Executors, Administrators, or Assigns, or any of them shall on the Day of O. next ensuing the Date hereof, or on any Day of A. or Day of O. between the said Day of O. next ensuing the Date hereof, and the Day of O. which will be in, &c. give or leave notice in writing, at or in the now dwelling House of the said *J. R.* unto or for the said *J. R.* his Heirs, Executors, Administrators, or Assigns, for payment to be made of the said Sum of Three thousand pounds at the end of Six Months then next after the giving or leaving such Notice, or to that effect; Or if the said *J. R.* his Heirs, Executors, Administrators, or Assigns, or any of them, shall on the said Day of O. next ensuing the Date hereof, or on any Day of A. or Day of O. between the said Day of O. next ensuing the Date hereof, and the said Day of O. which will be

Six Months after notice to be given by either part to the other.

Notice to be given by Mortgagee at such a place.

Day of O. between the said Day of O. next ensuing the Date hereof, and the said Day of O. which will be

By Mortgagor
at such a place.

in the said year of our Lord, &c. give or leave notice in writing, at or in the now dwelling House of *R. B.* unto or for the said *R. B.* his Executors, Administrators, or Assigns, for payment to be made of the said Sum of Three thousand pounds at the end of Six Months then next after the giving or leaving such notice, or to that effect. That then in either of those Cases, whensoever any such Notice shall be so given or left as aforesaid, by either or any of the said Parties, the said Sum of Three thousand pounds shall be paid unto the said *R. B.* his Executors, Administrators, or Assigns, at or in the said now dwelling House of the said *J. R.* on the Day of *A.* or Day of *O.*

Interest to be
paid half yearly.

which will be at the end of six Months next after such Notice shall be so given or left as aforesaid; But if no such Notice for payment of the said Three thousand pounds shall be by either, or any of the said Parties so given or left as aforesaid, before the said Day of *O.* which will be in, &c. Then the said Sum of Three thousand pounds shall be paid unto the said *R. B.* his Executors, Administrators, or Assigns, at or in the said now dwelling House of the said *J. R.* upon the Day of *A.* which will be in the Year of our Lord, &c. without any further delay; And the said Interest or Consideration for forbearance of the said Three thousand pounds, after the rate aforesaid, shall from time to time be well and truly paid, at or in the said now dwelling House of the said *J. R.* by equal half yearly payments of Threescore and fifteen pounds upon every Day of *O.* and

When ever the
principal paid
in, Interest must
be cleared from
half years day
before.

Day of *A.* in every year, until such time as the said Three thousand pounds shall be paid, according as at is herein before covenanted to be paid, And at what time soever the said Three thousand pounds shall happen to be paid, all the Interest shall be paid for forbearance thereof, after the rate aforesaid, proportionably for all the time, from the time of the then last half yearly payment before, until the Day of payment of the said Three thousand pounds.

Proviso to be
void upon pay-
ment.

Provided always, And it is hereby conditioned, granted, covenanted, concluded, and agreed by and between all and every the said Parties to these Presents, for them, their Heirs, Executors, Administrators, and Assigns, That if the said *J. R.* his Heirs, Executors Administrators or Assigns, or any of them, shall well and truly pay, or cause to be paid unto the said *R. B.* his Executors, Administrators, or Assigns, the said Sum of Three thousand pounds, and all such Interest or Consideration for forbearance thereof as aforesaid, in such sort, manner, and form as the same is herein before covenanted to be paid, That then, from, and immediately after such payment made, this present Indenture, and all and every the several Terms and Estates hereby made and granted, or mentioned to be made or granted, shall cease, determine, become and be void, frustrate, and of none effect to all intents and purposes.

Old Mortgagee
Covenants that
he and the old
Mortgagor are
owners.

And the said *J. R.* for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and grant to and with the said *R. B.* and *J. B.* their Executors, Administrators, and Assigns, by these Presents, in manner and form following.

That is to say, That the said *J. R.* and *E. C.* respectively now at the time of the sealing and delivery of this present Indenture, are the true and lawful Owners or Proprietors of all the said Mannor, Messuages,

ages, Lands, Tenements, Hereditaments, and Premises hereby demised, or mentioned to be demised, and of every part and parcel thereof, with their Appurtenances; And have good, right, lawful, and absolute Power and Authority in themselves respectively as aforesaid, as well to demise, grant, bargain and sell, All and singular the said Mannor, Messuages, Lands, Tenements, Hereditaments, and Premises hereby demised, or mentioned to be demised, and every part and parcel thereof, with their and every of their Appurtenances, unto the said R. B. his Executors, Administrators, and Assigns, for and during all the said Term of One thousand years, and in manner and form aforesaid; As also to grant, bargain, sell, Assign, and set over all and singular the same Premises (except the Advowson and Patronage of the Church) unto the said J. B. his Executors, Administrators, and Assigns, for and during all the rest and residue of the said Term of Four-score and nineteen years yet to come and unexpired.

Power to demise as well for the 1000 years.

As to Assign the 99.

And that if Default shall happen to be made of or in payment of the said Moneys herein before covenanted to be paid, or of any part thereof, That then and from thenceforth it shall and may be lawful to and for the said R. B. and J. B. respectively, and their respective Executors, Administrators, and Assigns, according to their several and respective Estates and Interests to them respectively hereby assigned, granted, or mentioned to be granted, into all and singular the Premises, and into every part and parcel thereof to enter, and the same from thenceforth, for and during all the then rest and residue of the said several and respective Terms of One thousand years, and Four-score and nineteen years, peaceably and quietly to hold and enjoy, and all and every the Rents, Issues, and Profits thereof, coming, arising, and growing, to have and take, without any manner of denial, let, suit, trouble, hindrance, interruption, eviction, or ejection, of or by the said J. R. and E. C. or either of them, their, or either of their Heirs, Executors Administrators, or Assigns, and without the lawful let, suit, trouble, interruption, eviction, or ejection, of or by any other person or persons whatsoever, And free and clear, and freely, clearly, and absolutely acquitted, freed, and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Entails, Leases, Mortgages, Estates, Rights, Titles, Rents, Arrearages of Rents, Judgments, Statutes, Recognizances, Executions, Extents, Troubles, Forfeitures, Sequestrations, Seizures, Decrees, Charges and Incumbrances whatsoever.

Quiet enjoyment after default in payment.

Free from Incumbrance.

And the said J. R. for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth further covenant, promise, and grant, to and with the said R. B. and J. B. their Executors, Administrators, and Assigns, by these Presents, That if any Default shall happen to be made of or in payment of the said Moneys herein before covenanted to be paid, or any part thereof, That then at any time after such default made, They the said J. R. and E. C. their Heirs and Assigns, and all and every other person and persons any Estate, having or lawfully claiming, of, in, to, or out of the said Mannor, Messuages, Lands, Tenements, Hereditaments, and Premises, or any part thereof, shall and will, at the reasonable Request and proper Costs and Charges in the Law of the said R. B. and J. B. or either of them, their, or either of their Executors, Administrators, or Assigns,

Further assurance.

Assigns, make and do all and every such Act and Acts, for the further better and more perfect assuring and conveying of the said Mannor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said R. B. and J. B. respectively, and their respective Executors, Administrators, and Assigns, for and during the several and respective Terms hereby granted, or mentioned to be granted, Be it by Fine or Fines, *Sur Concess.* or *Sur Conusans de droit come ceo*, &c. Deed or Deeds, Recovery or Recoveries, with single, double, or treble Voucher, or Vouchers, Release or Confirmation, or by all and every, or any of the said ways and means, or by any other ways or means, in the Law whatsoever, As by the said R. B. and J. B. or either of them, their or either of their Executors, Administrators or Assigns, or by their or any of their Counsel learned in the Law, shall be reasonably devised or advised and required.

Covenant by
the other
Mortgagor
done no act to
Incumber.

And the said E. C. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, promise, and grant, to and with the said R. B. his Executors, Administrators, and Assigns, by these presents, That he the said E. C. hath not done any Act or thing whereby the Premises hereby demised, or mentioned to be demised, or any part thereof, are or may be any way impeached, charged, or incumbered, in Title, Charge, Estate or otherwise.

Covenant to
permit Mort-
gagors respect-
ively according
to their respec-
tive Interests
to enjoy till
default in pay-
ment.

And the said R. B. for himself, his Executors, Administrators, and Assigns, and the said J. B. for himself, his Executors, and Assigns, doth covenant, promise, and grant, to and with the said J. R. and E. C. their Heirs, Executors, Administrators, and Assigns, and every of them, by these Presents, That until some default shall be made of or in payment of the said Moneys herein before covenanted to be paid, or of some part thereof, They the said R. B. and J. B. respectively, and their respective Executors, Administrators, and Assigns, shall and will permit, and suffer the said J. B. and E. C. their Heirs, Executors, Administrators, and Assigns, respectively, according to their several and respective Estates and Interests in the Premises, before the making of these Presents, peaceably and quietly to hold and enjoy all and singular the said Mannor, Lands, and Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances, And to receive, take, and enjoy, all the Rents, Issues, and Profits thereof, and of every part and parcel thereof to their own uses, without the let, suit, trouble, interruption, eviction, or ejection of the said R. B. and J. B. or either of them, their or either of their Executors, Administrators, or Assigns, and without any accompt to be given unto them, or any of them, for the same. In witness, &c.

A Lease of a House and Lands in the County for Sixty years, if the Lessor shall so long live, and several Covenants.

This Indenture made the, &c. Between *T. R.* of, &c. of the one part, And *J. E.* of, &c. of the other part, *Witnesseth*, That the said *T. R.* for and in consideration of the yearly Rent herein referred, And also of the Covenants and Agreements herein after mentioned, on the part and behalf of the said *J. E.* his Executors, Administrators, and Assigns, to be paid, performed, and kept, *Heath* leased, set, and to Farm-let, And by these Presents doth lease, set, and to Farm-let, unto the said *J. E.* his Executors, Administrators, and Assigns. All those two Houses, Messuages, or Tenements, together with the Barn, Stable, and Cow house thereunto belonging and appertaining, and also the Garden and Orchard thereunto adjoining and belonging to the said Houses, or either of them, with the Fruit Trees growing and being thereupon, and all manner of Profits and Commodities belonging to any part of the Premises, Together with all and singular the several parcels of Pasture ground usually occupied and enjoyed with the said Messuages or Tenements, or either of them, containing by estimation eighteen Acres, or thereabouts, be the same more or less.

See the like Lease fo. 112.

Premises.

Exception of Timber Trees.

All which said Messuages and Premises are situate, &c. and lately were in the tenure and occupation of, &c. (Except and allways reserved out of this present Lease unto the said *T. R.* and his Assigns, the Lodging-Chamber over the Kitchen in the chief dwelling House) and free liberty of ingress, egress, and regress, into, and from the same; To have and to hold the said Messuages or Tenements, and all and singular other the before mentioned Premises and every part thereof, with their Appurtenances, (except before excepted) unto the said *J. E.* his Executors, Administrators, and Assigns, from the Feast-day of Saint *M.* the Archangel now last past, for and during, and unto the End and term of Threescore years, if the said *T. R.* shall so long live, Yielding and paying therefore yearly, and every year, during the said Term, unto the said *T. R.* and his Assigns at or in, &c. the yearly Rent or Sum of Two and twenty Pounds of lawful Money of England at the four most usual Feasts or Days of payment in the year (that is to say) by even and equal portions, And also yielding and paying to the said *T. R.* and his Assigns, one Bushel of good every Four and twentieth day of *D.* yearly during the said Term, The first Payment of the said yearly Rent of 22 *l.* to be made and begin at the Feast-day of, &c. next following the Date of these Presents.

Excepting to the Lessor a Chamber.

Habund.

Reddend.

Provided always, and upon Condition, That if it shall happen that the said yearly Rent of Two and twenty pounds or any part or parcel thereof shall be behind and unpaid at the place of payment before mentioned by the space of fourteen days next over or after any of the said Feasts or Days on which the same ought to be paid: Or if

Proviso upon non payment or Assignment without licence to re enter.

the

the said *J. E.* his Executors, Administrators, or Assigns, shall demise, let, set, or Assign other the Premises, or any part thereof, unto any person or persons whatsoever for all or any part of the said Term, without the special licence and consent of the said *T. R.* in that behalf first had and obtained in writing under his Hand and Seal, That then, and from thenceforth, it shall and may be lawful to and for the said *T. R.* and his Assigns, into the said Messuages or Tenements and all and singular other the before leased Premises, and into every part and parcel thereof, with their Appurtenances, wholly to re-enter, and the same to have again, retain, repossess, and enjoy as in his and their former Estate.

And the said *J. E.* his Executors, Administrators, and Assigns, thereout and from thence utterly to expel and put out, This Indenture or any thing herein contained to the contrary thereof in any wise notwithstanding.

Covenants to
pay the Rent.

And the said *J. E.* for himself, his Executors, Administrators, and Assigns, and for every of them, doth covenant, promise and grant, to and with the said *T. R.* his Executors, and Assigns, and every of them, by these presents, That he the said *J. E.* his Executors, Administrators, and Assigns; or some of them, shall and will from time to time, during the said Term, well and truly pay, or cause to be paid to the said *T. R.* his Executors, and Assigns, the said yearly Rent or Sum of Two and twenty pounds, at the place of payment before mentioned, on the Feasts or Days of payment aforesaid, or within the said fourteen Days next ensuing any of the said Feasts or Days, by even and equal portions in manner and form aforesaid without farther delay.

Covenants to
Repair.

And the said *J. E.* for himself, his Executors, Administrators, and Assigns, and for every of them, doth farther covenant, promise, and grant, to and with the said *T. R.* his Executors, Administrators, and Assigns, by these presents, That he the said *J. E.* his Executors, Administrators, and Assigns, shall and will from time to time, and at all times hereafter, during the said Term, as often and whensoever need shall require, at his and their own proper Costs and Charges, shall and will well and sufficiently repair, uphold, keep, maintain and amend all and singular the said Messuages, or Tenements, and all the Barns, Stables and Buildings thereunto belonging, and all and singular other the Premises with the Appurtenances, and every part and parcel thereof, and also all the Pale, Rails, Hedges, Ditches, Quicksets, and Fences whatsoever to the said Messuages or Tenements, Lands and Premises, or any part thereof belonging or appertaining, in, by, and with all and all manner of needful and necessary Reparations and Amendments, And the same Premises, and every part and parcel thereof, well and sufficiently upheld, kept, maintained, and amended, Together with the Locks, Keys, Bolts, Staples, Latches, Hooks, Hinges, Windows, Doors and Glass of the same Premises, at the end of the said Term, or other sooner Expiration or Determination of this present Lease, shall peaceably and quietly leave and yield up.

Lessor to enter
with Work-
men, and view.

And also that it shall and may be lawful to and for the said *T. R.* and his Assigns, or for his or their Servant or Servant, with Workmen and others, in his or their Company, or without, twice in every year, during the said Term, or as often as he shall think fit at times convenient,

nient, to enter and come into, and upon the before leased Premises, and every or any part thereof, To view, search, and see the Estate and Condition of the Reparations of the same.

And farther also, That he the said *J. E.* his Executors, Administrators and Assigns; shall and will, from time to time, during the said Term, pay, bear, disburse and discharge all Church and Parish Duties, Taxes, Assessments and all other Charges and Payments whatsoever, where-with the said *J. E.* his Executors, Administrators and Assigns, shall or may be charged, or liable for them to pay during the said Term, as Tenant of the said Premises, and of every, or any part thereof.

Lessee to pay
all Parish Du-
ties.

And it is agreed by and between the said Parties to these Presents, And the said *T. R.* for himself, his Executors, Administrators and Assigns, doth Covenant, promise and grant, to and with the said *J. E.* his Executors, Administrators and Assigns, by these Presents, That it shall and may be lawful to and for him the said *J. E.* his Executors, Administrators and Assigns, at all seasonable and convenient times, during the said Term, to lop all such Trees growing, and being upon the Premises, or any part thereof, as hath been heretofore lopped, (Except the row of Trees which now stand and grow upon the Premises, betwixt the Church stile and the Field commonly called *R. G.* Field, and the Fruit Trees in the said Orchard, which are not to be lopped, felled, or grub'd by the said *J. E.* his Executors, Administrators or Assigns.)

Leave for the
Lessee to lop
Trees.

And that he the said *J. E.* his Executors, Administrators and Assigns, (upon request to the said *T. R.*) during the said Term, shall have allowed unto him or them, at such time or times as there shall be need or occasion, such rough Timber growing on the Premises, as shall be needful to be used and employed in or about the Reparations of the Premises, if it shall be there to be had.

To have Rough
Timber for Re-
pairs.

And the said *T. R.* for himself, his Executors, Administrators and Assigns, doth further Covenant, promise and grant, to and with the said *J. E.* his Executors, Administrators and Assigns, by these Presents, That he the said *J. E.* his Executors, Administrators and Assigns, paying the said yearly Rent or Sum of, &c. as it is herein and hereby reserved, and as the same ought to be paid, And doing and performing all the Covenants, Conditions, and Agreements in these Presents mentioned or contained, which on his and their parts, are, or ought to be paid, done and performed, according to the true intent and meaning of these Presents, shall or may lawfully, quietly and peaceably have, hold, use, occupy, possess and enjoy the said Messuages, or Tenements and Premises, and every part and parcel thereof, for and during the said Term herein before granted, without the Let, Suit, Trouble, Eviction, or Interruption of him the said *T. R.* or his Assigns, or any of them, or of any other Person or Persons whomsoever, lawfully claiming, by, from, or under him, them, or any of them. In witness, &c.

Covenant
peaceably to
enjoy.

A Letter of Attorney to receive and take possession of Lands.

TO all People to whom these Presents shall come, *A. D.* and *J. H.* send Greeting in our Lord God Everlasting. Know ye, That *We* the said *A. D.* and *J. H.* have constituted, appointed, and in our place and stead put *A.* and *B.* &c. and either of them joyntly and severally our true and lawful Attorney and Attorneys, for us, and in our Names, place and stead to take and receive of and from *L. W.* of, &c. *E. W.* and *J. L.* or of and from their Attorney and Attorneys in that behalf lawfully Authorized, possession and seisin of All that the Mannor and Lordship of, &c. with the Rights, Members and Appurtenances thereof, &c. And all other the Lands, Tenements and Hereditaments whatsoever, which in and by one Indenture bearing even Date with these Presents, made, or mentioned to be made between the said Sir *L. W. E. W.* and *J. L.* of the one part, and *W. S.* and us the said *A. D.* and *J. H.* of the other part, are granted, or mentioned to be granted by the said Sir *L. W. E. W.* and *J. L.* unto us the said *A. D.* and *J. H.* And such possession and seisin thereof so taken and had, to hold and keep to the use of us and our Heirs, according to the form, effect, and true meaning of the said Indenture. And whatsoever our said Attorney, or Attorneys, shall do in the Premises, *We* the said *A. D.* and *J. H.* do and shall ratifie, confirm and allow, as fully, as if we our selves were present, and did the same in our own persons. In witness, &c.

A Letter of Attorney to deliver possession of Lands.

TO all People to whom these Presents shall come, *L. W. E. W.* and *J. L.* send Greeting in our Lord God Everlasting. Know ye, That *We* the said *L. W. E. W.* and *J. L.* have constituted, appointed, and in our place and stead put *A.* and *B.* &c. or either of them joyntly and severally, our true and lawful Attorney and Attorneys for us, and in our name, place and stead, to enter into, and have and take possession and seisin of All that the Mannor and Lordship of, &c. with the Rights, Members and Appurtenances thereof, in the County of, &c. And all other the Lands, Tenements and Hereditaments whatsoever, which in and by one Indenture bearing even Date with these Presents, made, or mentioned to be made between us the said *L. W. E. W.* and *J. L.* of the one part, and *W. S. A. D.* and *J. H.* of the other part, are granted, or mentioned to be granted by us unto the said *A. D.* and *J. H.* and every part and parcel thereof, or any part or parcel thereof, in the name of the whole. And after such Entry so had and made, and possession and seisin so had and taken, as aforesaid, to deliver quiet and

and peaceable possession and seisin thereof unto the said *A. D.* and *J. H.* or to either of them, or to their or either of their Attorney or Attorneys, in that behalf lawfully authorized, To be had and held according to the tenor, form and effect of the said Indenture. And whatsoever our said Attorney or Attorneys, or either of them, shall do in the Premises, We the said *L. W. E. W.* and *J. L.* do and shall hereby ratifie, confirm and allow, as fully as if we our selves had been present, and done the same in our own Persons. In witness, &c.

A Deed of Feoffment with several Covenants, and Letter of Attorney to deliver Possession, and Covenants to levy a Fine and suffer a Recovery in Wales.

This Indenture, made, &c. Between *H. W.* of, &c. of the one part, and *P. P.* of the other part, Witnesseth, That the said *H. W.* for and in consideration of the Sum of, &c. of lawful Mony of *England*, to him in hand paid by the said *P. P.* at or before the Sealing and delivery of this present Indenture, That is to say, 620*l.* thereof to the said *H. W.* and 380*l.* residue thereof to *H. E.* of, &c. by the appointment of the said *H. W.* The Receipt whereof accordingly the said *H. W.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly and absolutely acquit and discharge the said *P. P.* his Executors and Administrators for ever by these Presents, Hath granted, bargained, sold, aliened, enfeoffed and confirmed, And by these Presents for him and his Heirs, doth clearly and absolutely, grant, bargain, sell, alien, enfeoff and confirm unto the said *P. P.* his Heirs and Assigns, *All that* Messuage, &c. with the Appurtenances situate, lying and being, in, &c. now, or late in the Tenure or Occupation of, &c.

The Particulars must be compared with the Leaves.

And also, all and singular other the Messuages, Houses, Dove-houses, Barns, Stables, Edifices, Buildings, Mills, Kills, Tofts, Crofts, Curtilages, Yards, Orchards, Gardens, Backsides, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Closes, Enclosures, Woods, Under-woods, Trees, Farms, Granges, Rents, Reversions, Annuities, Fee-farms, Rents and Services of Tenants and Farmors, Rents of Assize, Rents-seck, Quit-rents and Free rents, Ways, Paths, Waters, Streams, Fishings, Fishing-places, Water-courses, Ponds, Pools, Motes, Meers, Warrens, Waits, Common, Furzes, Heaths, Moors, Common of Pasture and Turbary, Sheep-walks, Foldage and liberty of Fold-course, Suit, Mulcture, Perquisites and Profits of Courts and Leets.

And all other Liberties, Priviledges, Profits, Advantages, Easements, Hereditaments and Appurtenances whatsoever, to the said Messuages, Lands, Tenements and Premises, or to any of them, or to any parcel of them, or any of them respectively, lying, being, belonging, or in any wise appertaining, or to or with the same, or within the same or any of them occupied, enjoyed, taken, had, or perceived or accepted, reputed, adjudged, deemed, or taken as part, parcel or member

of the same, or any of them, or to belong or appertain thereunto, or to any of them. *And* all other the Lands, Tenements and Hereditaments, which now are, or at any time heretofore were the Lands, Tenements and Hereditaments of the said *H.W.* in, &c.

A Grant of
the Reversion
and Remainder.

And the said *H.W.* doth further by these Presents, for the consideration aforesaid, grant, bargain, sell, alien and confirm unto the said *P.P.* his Heirs and Assigns, the Reversion and Reversions, Remainder and Remainders, of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, bargained and sold, or meant, mentioned, or intended to be granted, bargained or sold, and of every part and parcel thereof. And all Rents, Services and Profits, to them, or any of them incident, belonging or appertaining. And all Rents and yearly Profits, Reservations and Services, reserved or payable, in, by or upon any Lease or Leases Grant or Grants, had, made, or granted, or mentioned to be made or granted of the Premises hereby granted, or mentioned to be granted, or any of them. *And also*, all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever, of the said *H.W.* of, in, and to the said Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby granted, bargained and sold, or mentioned or intended to be granted bargained, or sold, or any of them, and of, in, and to any part or parcel thereof. *And* all and every the Deeds, Writings, Evidences, Terrars, Rentals, Surveys, Boundaries, Counterparts of Leases, Fines, Chyroglyphs of Fines, Exemplifications of Fines and of Common Recoveries, and of other Records, Escripits and Miniments whatsoever, touching, or in any wise concerning the said Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof; Other than and except one Writing Indented, bearing date, &c. made by *T.W.* and *R.W.* then Son and Heir apparent of the said *T.* purporting a Feoffment or Grant of the said Lands and Premises herein before granted, or mentioned to be granted to some of them, amongst other Lands, unto *T.W.* Brother of the said *H.W.* party to these Presents, and to his Heirs Males for life, with Remainder to the said *H.W.* in Tail. A true Copy of which said Writing fairly ingrossed in Parchment, and testified by sufficient Witnesses, is at or before Sealing and Delivery of these Presents, delivered unto the said *P.P.* **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, bargained and sold, or mentioned, or intended to be granted, bargained or sold, and every part and parcel thereof, with all and singular their, and every of their Appurtenances, unto the said *P.P.* his Heirs and Assigns, *To the only use* and behoof of the said *P.P.* his Heirs and Assigns for ever, absolutely, without any manner of Condition, Redemption, or Revocation in any wise.

Writings.

Habend.

General Warranty.

And the said *H.W.* doth grant for him and his Heirs by these Presents, That he and they shall and will warrant, and for ever defend unto the said *P.P.* his Heirs and Assigns, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, hereby granted and sold, and mentioned to be granted or sold, and every part and parcel thereof, with all and singular their, and every of their

their Appurtenances against all and every person and persons whatsoever.

And the said *H. W.* for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and grant, to and with the said *P. P.* his, Heirs and Assigns, by these presents, in manner and form following, That is to say, That he the said *H. W.* at, and immediately before the sealing and delivery of this present Indenture, is the sole true and lawful Owner and Proprietor of the said Messuage, Lands, Tenements, Hereditaments, and Premises hereby granted, or mentioned to be granted, and of every part and parcel thereof, with the Appurtenances, And is solely, lawfully, rightfully, and absolutely seized thereof, and of every part and parcel thereof, of a good, pure, absolute, and indefeasible Estate of Inheritance in Fee-simple, or Fee-tail without any manner of Condition, Contingent, Proviso, or Limitation of use or uses, or other restraint, matter, or things, to determine, alter, or change the same.

Covenant that he is owner.

Seized in Fee.

And that he shall continue so seized thereof, and of every part and parcel thereof, until a good, perfect, and absolute Estate in Fee-simple shall be thereof vested in the said *P. P.* and his Heirs, according to the intent and true meaning of these presents.

And that the said *H. W.* now hath good right, lawful and absolute Power and Authority in himself, to bargain, sell, grant, alien, and convey all and singular the said Messuages, Lands, Tenements, Hereditaments, and Premises hereby granted, or mentioned to be granted as aforesaid, and every part and parcel thereof, with the Appurtenances, unto the said *P. P.* his Heirs, and Assigns, in manner and form aforesaid.

Power to sell.

And that the said *P. P.* his Heirs and Assigns, and every of them, shall, or lawfully may, from time to time, and at all and every time, and times hereafter, for ever, freely, quietly, and peaceably have, hold, occupy, possess, and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments, and Premises hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their, and every of their Appurtenances, And all and every the Rents, Revenues, Issues, Profits, and Commodities thereof, and of every part and parcel thereof, coming, arising, and growing, have and take, without any manner of let, suit, trouble, vexation, eviction, disturbance, or other hindrance or molestation whatsoever, of the said *H. W.* his Heirs, or Assigns, and without the lawful let, suit, trouble, eviction, or molestation of any other person or persons whatsoever, other than of the Persons and Lessees whose Estates and Interests are hereafter in these Presents excepted for and in respect only of the said Estate and Interest so excepted, and not otherwise.

Quiet enjoyment against all persons.

Except, &c.

And also that the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned or intended to be granted as aforesaid, and every part and parcel thereof, with all and singular their, and every of their Appurtenances, now are, and from henceforth for ever hereafter shall remain, continue, and be unto the said *P. P.* his Heirs and Assigns, clear and free, and freely, clearly, and absolutely acquitted, freed,

Free from Incumbrances.

freed, exonerated, and discharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joyntures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Post-fines, Amerciements, Debts, Duties, Judgments, Executions, Recognizance, Stautes Merchants, and of the Staple, and all Debts of Record, Extents, Liberates, Seizures, Sequestrations, Decrees, Charges, Troubles, Forfeitures and Incumbrances whatsoever.

Except Leases
for Lives.

One Lease by Indenture bearing date, &c. made or mentioned to be made by the said *H.W.* and *N.* his Wife, and Sir *R.W.* unto the said *T.R.* Of such of the Premises as are herein before mentioned, to be in his Occupation for the Term of Fourscore and nineteen years, from the day of the date of the said Indenture, if the said *T.R.* *J.R.* and *T.R.* the younger, Sons of *R.R.* in the said Indenture named, or any of them, so long should happen to live, Under the yearly Rent of forty shillings payable, during all the said Term at such Days as therein mentioned, and under such other Rents and services as are therein mentioned.

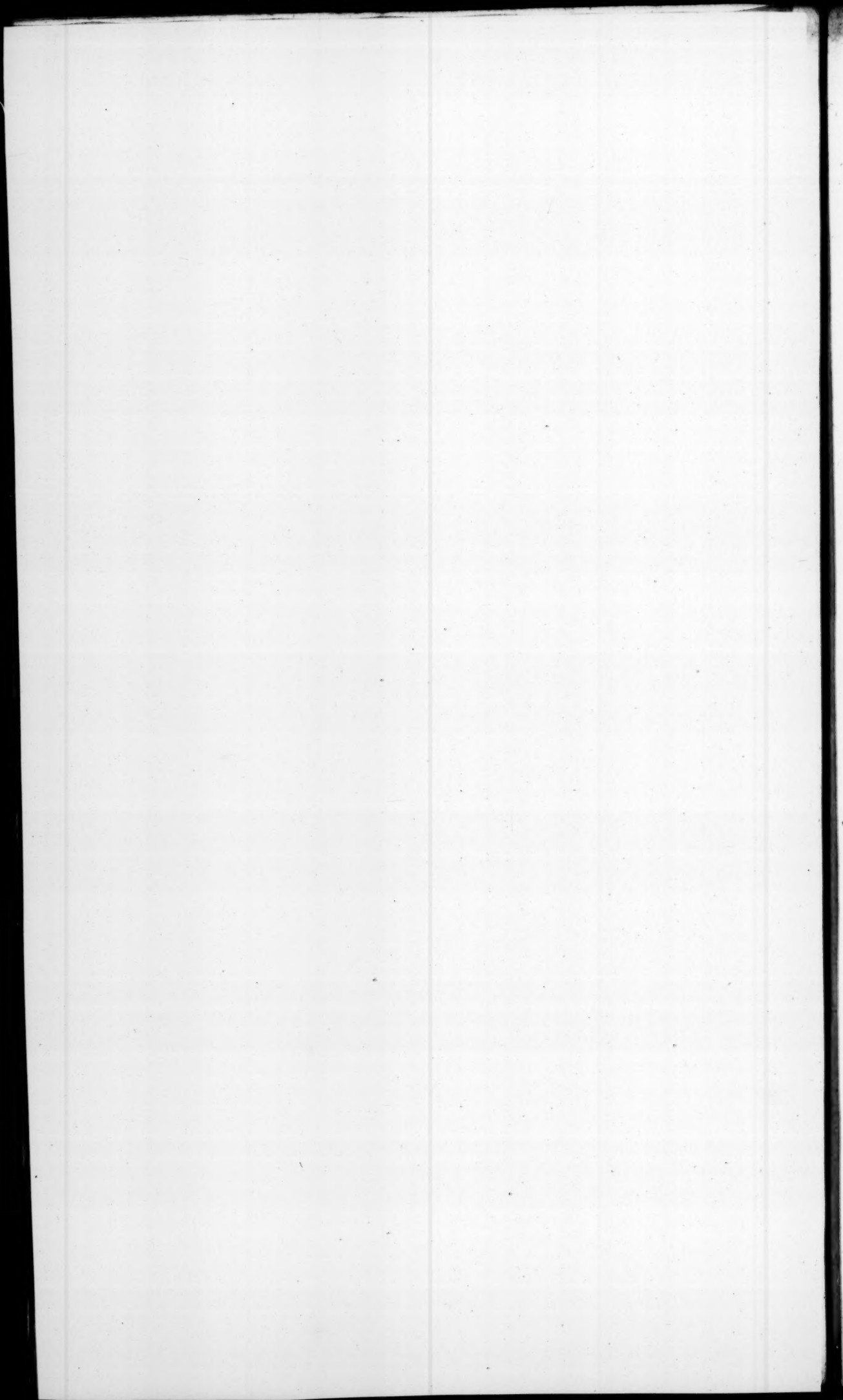
All which said several yearly Rents of forty shillings, &c. in the said several Indentures of Lease reserved, shall continue and become due and payable to the said *P.P.* his Heirs and Assigns, during the continuance of the said several Leases respectively.

Covenant to
levy a Fine and
suffer a Recovery
in Wales.

And the said *H.W.* for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth Covenant, promise, grant, and agree to and with the said *P.P.* his Heirs, and Assigns, by these Presents, That he the said *H.W.* and *E.* his now Wife, and *R.W.* his Son and Heir apparent, shall and will, at the equal Costs and Charges in the Law of the said *H.W.* his Heirs or Assigns, and of the said *P.P.* his Heirs or Assigns, at the General Sessions now held, or next to be held, for the said County of *C.* acknowledge and levy in due form of Law, according to the Laws and Statutes of *England*, One Fine *Sur Conssans de droit come ceo*, &c. to be engrossed, recorded, and sued forth, with Proclamations according to the Laws and Statutes of *England* in such case made, and provided, and according to the usual course of Fines in the said County of *C.* in such case used and accustomed, unto the said *P.P.* and his Heirs, Of all the said Messuages, Lands, Tenements, Hereditaments, and Premises whatsoever, hereby granted, or mentioned to be granted, and of every part and parcel thereof, with their and every of their Appurtenances.

Which Fine shall be and enure, and shall be adjudged, construed, expounded, deemed, and taken to be and enure, and is by these Presents, and by the said Parties to these Presents, declared and agreed to be and enure, To the only proper use and behoof of the said *P.P.* and his Heirs and Assigns for ever, and to none other use, intent, or purpose.

And it is further covenanted, concluded, and agreed by and between the said Parties to these Presents, That after the said Fine so levied as aforesaid, One Recovery in the nature of a Common Recovery for assurance of Lands in the said County of *C.* shall in due form of Law, and at the equal Costs and Charges of the said *H.W.* or his Heirs, and *P.P.* or his Heirs, be had, executed and perfected against him



him the said *P. P.* of all the said Messuages, Lands, Tenements, Hereditaments and Premises whereof the said Fine shall be levied as aforesaid; In the proceedings for which Recovery the said *H. W.* shall appear as Vouchee.

And the said *H. W.* for himself, his Heirs, Executors, and Administrators, doth covenant, grant, and agree to and with the said *P. P.* his Heirs and Assigns by these Presents, That he the said *H. W.* and his Heirs, shall and will at the next great and general Sessions to be held for the said County of *C.* after the Date hereof, do and suffer to be done, All and every such Act and Acts, whereby a Common Recovery, according to the usual Course of Common Recoveries for Assurance of Lands and Tenements in the said County of *C.* shall and may be had, prosecuted, executed, and perfected upon a Writ of Entry, or other Writ of that nature, to be had and brought in the Name of some person or persons in that behalf to be nominated by the said *P. P.* against the said *P. P.* and his Heirs, of the said Messuages, Lands, Tenements, Hereditaments, and Premises, with their and every of their Rights, Members, and Appurtenances, intended to be comprised in the said Fine, with Voucher over of the said *H. W.* as aforesaid, The said Fine and Recovery, and every of them, to be by such Name and Names, quantity and number of Acres, and with such Voucher or Vouchers over, and in such manner and form as by the said *P. P.* his Heirs or Assigns, or his or their Counsel Learned in the Law, shall be reasonably devised or advised and required.

Writ of entry to be brought in the name of some person to be nominated by the Purchaser

And the said *H. W.* for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth further covenant, promise, and grant to and with the said *P. P.* his Heirs and Assigns, and every of them by these Presents, That he the said *H. W.* and the said *E.* his Wife, and *R. W.* his Son and Heir apparent, and the Heirs and Assigns of the said *H. W.* and all and every other person and persons whatsoever, having or lawfully claiming, or which shall or may at any time or times hereafter, have or lawfully claim any Estate, Right, Title, or Interest, of, in, or to the Premises hereby granted, or mentioned to be granted, or, of, in, or to any part or parcel thereof (other then the Persons and Lessees, and their Assigns, whose Estates and Interests are before in these Presents excepted, for and in respect only of the same Estates and Interests so excepted) shall and will from time to time, and at all and every time and times hereafter within the space of Seven years next ensuing the Date of this present Indenture, At and upon the reasonable request of the said *P. P.* his Heirs and Assigns, or some of them, and at the equal Costs and Charges in the Law of the said *H. W.* his Heirs or Assigns, and of the said *P. P.* his Heirs or Assigns, do, make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered, All and every such further and other reasonable act and acts, thing and things, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect Assurance, Surety, Sure making, Conveying, Setling, Establishing, or Confirmation of the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be granted, or any of them, and of every or any part or parcel thereof, with all and singular their, and every or any of their

Further Assurance.

their Appurtenances, unto the said *P. P.* his Heirs and Assigns, Be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, indented or poll, enrolled or not enrolled, Common Recovery, or Recoveries with single, double, or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said ways and means, or by any other ways and means in the Law whatsoever, as by the said *P. P.* his Heirs or Assigns, or by his or their Counsel Learned in the Law, shall be reasonably devised, advised, or required.

To the use of
the ——— &
Purchaser in
Fee.

And it is hereby covenanted, granted, concluded and agreed by and between the said Parties to these Presents, for them and their Heirs, And they do hereby publish and declare, That the said Common Recovery herein before covenanted to be had and executed against the said *P. P.* and all and singular other Fine and Fines, Common Recoveries, and further Assurances and Conveyances whatsoever herein before covenanted to be made, done, levied, executed, or acknowledged, and every of them, And all and every other Fine and Fines, Recovery and Recoveries, and other Assurance and Assurances whatsoever of the said Premises hereby granted, or mentioned to be granted, and every or any part or parcel thereof, hereafter to be had, made, levied, executed, or acknowledged between the said Parties to these Presents, or any of them, or whereunto they, or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed, and taken to be and enure.

And that all and every person and persons which now stand and be seized, or which shall at any time or times hereafter stand and be seized of the Premises hereby granted, or mentioned to be granted, or of any part or parcel thereof, shall stand and be seized thereof and of every part and parcel thereof, To the only proper use and behoof of the said *P. P.* his Heirs and Assigns for ever, and to none other use, intent, or purpose in any wise whatsoever.

Letter of At-
torney to de-
liver Possessi-
on.

And for the better Execution of these Presents, the said *H. W.* hath constituted, appointed, and in his place and stead put, And by these Presents doth constitute, appoint, and in his place and stead put *P. H.* and *S. H.* and either of them jointly or severally, his true and lawful Attorney and Attorneys, for him, and in his name, place and stead, to enter into the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be granted, or any part or parcel thereof in the name of the whole, and quiet and peaceable possession and seisin thereof, and of every part and parcel thereof, or of any part or parcel thereof in the name of the whole, for and in the name of the said *H. W.* to have and take, And after such Entry had and made, and Possession and Seisin so had and taken as aforesaid, to deliver quiet and peaceable Possession and Seisin thereof, and of every part and parcel thereof, or of any part or parcel thereof in the name of the whole, unto the said *P. P.* or to his certain Attorney or Attorneys in that behalf lawfully authorized to take and receive the same, To be had and held according to the tenor, form, and effect of these Presents, And whatsoever the said Attorney or Attorneys of the said *H. W.* shall do in the Premises, he the said *H. W.* doth and shall hereby ratifie, confirm, and allow as fully as if the said *H. W.* had been present, and done the same in his own person
In witness, &c.

A Lease for Fourscore years, if the Lessor live so long, in trust for himself to preserve his Estate as Tenant by the Curtesy from being drowned in the Inheritance which he is now about to purchase.

This Indenture made, &c. Between *T. R.* of, &c. of the one part, And *T. J.* of, &c. and *E. R.* of, &c. of the other part, *Witnesseth*, That the said *T. R.* for and in consideration of the Sum of Five shillings of lawful Money of *England* to him in hand paid by the said

at and before the Sealing and Delivery of this present Indenture, the Receipt whereof he the said *T. R.* doth hereby acknowledge, And for divers other good Causes and Considerations him moving, *Hath* demised, granted, bargained and sold, and by these Presents demise, grant, bargain, and sell unto the said

All that Messuage or Tenement, with the Appurtenances, situate, lying, and being, &c. late in the Tenure or Occupation, &c. and all the Land and Pasture Ground to the said Messuage or Tenement belonging; or therewith usually letten, occupied, or enjoyed, containing by estimation Eighteen Acres, more or less; And also all Houses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Ways, Paths, Easements, Liberties, Priviledges, Immunities, Profits, Commodities, Common of Pasture, Emoluments, Advantages, Hereditaments, and Appurtenances whatsoever to the said several Tenements and Premises, or any of them respectively belonging, or in any wise appertaining, or to or with the same, or any of them, used, occupied, enjoyed, taken, had or perceived, or occupied, reputed, accepted, adjudged, deemed, or taken, as part or parcel thereof, or of any of them, or to belong or appertain thereunto, or to any of them; And also all other the Messuages, Lands, Tenements, and Hereditaments whatsoever, in or near the Parish of *L.* aforesaid, which at any time heretofore were the Inheritance of *M.* the late Wife of the said *T. R.* and wherein the said *T. R.* hath any Estate for his Life by the Courtesie of *England*, or otherwise, *To have and to hold* the said Messuages, Lands, Habend.

Tenements, and all and singular other the Hereditaments and Premises whatsoever hereby demised, or mentioned to be demised, with their and every of their Appurtenances unto the said

their Executors, Administrators, and Assigns, from the Feast of, &c. now last past, before the Date hereof, unto the full end and term of Fourscore years from thenceforth next ensuing, fully to be compleat and ended, if the said *T. R.* shall so long live, Upon special trust and confidence nevertheless, And to the intent that these Presents, and the Estate hereby made shall attend and wait upon the Freehold and Inheritance of the same Premises, the said *T. R.* intending shortly to purchase the Inheritance of the same Premises, and to have the same conveyed to him and his Heirs. In witness whereof, &c.

Trust to attend the Inheritance the Lessor being about to Purchase the same.

*Articles of Agreement upon Marriage to convey Lands,
and Leave the third part of the Personal Estate to
the Wife.*

Articles of Argeement indented, made, concluded, and
agreed upon the day of, &c. in the year of your
Lord God. &c. Between Sir G. S. of, &c. of the one part,
And R. H. of the other part. That is to say.

Covenant to
leave a third
part of per-
sonal Estate.

IN consideration of a Marriage, by the Grace of God, intended to
be shortly hereafter had and solemnized between the said R. F.
of the one party, and M. S. youngest Daughter of the said Sir G. S.
of the other part, And of the Sum of, &c. of lawful Money of England,
to him the said R. H. at and before the sealing and delivery of these
present Articles by the said Sir G. S. in hand paid, or secured to be
paid, by the said Sir G. S. for the Marriage Portion of the said M. the
receipt whereof accordingly the said R. H. doth hereby acknowledge,
himself therewith to be fully satisfied and contented; He the said
R. H. doth for himself, his Heirs, Executors, Administrators, and
Assigns, and for every of them covenant, promise, and grant, to
and with the said Sir G. S. his Executors, and Administrators, by
these Presents, That he the said R. H. shall and will, by Deed or
Deeds executed in his life time, or by his last Will and Testament in
writing well and sufficiently convey, settle, or bequeath unto or upon
the said M. S. in case she shall happen to survive him the said R. H. one
full third part of all such Goods and Chattels, both Real and Per-
sonal, as he the said R. H. or any other person or persons to his use, or
in trust for him, shall have at the time of his Decease, and also one
full third part of all such Debts, as at the time of the Decease of the
said R. H. shall be owing unto him the said R. H. or unto any other
person or persons in trust for him.

And a third
part of Real.

And farther also, That he the said R. H. shall and will also, by Deed
or Deeds executed in his life time, or by his last Will and Testament
in writing, or otherwise, well and sufficiently convey and assure, or
cause to be conveyed and assured, unto her the said M. S. or to her
use, for and during all the Term of her natural Life, one full third
part of all such Lands, Tenements, and Hereditaments, whereof
he the said R. H. or any other person or persons in trust for him, or to
his use, shall at any time during the Coverture between him and the
said M. stand or be seized of any Estate of Inheritance, unless it be in
case of Mortgage made to, or in trust for the said R. H. which shall
be redeemed, and the Moneys thereupon due paid in before his De-
cease.

And all other
advantages as
Freemans Wife
London,

And further also, That she the said M. in case she shall happen to
survive the said R. H. shall and may by force and vertue of some law-
ful Assignment, Gift, Bequest, or of other lawful ways or means
procured, made, executed, or done by the said R. H. in his Life time,
have

have and enjoy all, and every such further and other advantages and emoluments whatsoever out of, and by the Estate of the said *R. H.* her intended Husband, and the value thereof, as by any Law, Usages, or Custom of the City of *London*, or otherwise she might or ought to have, if the said *R. H.* now were, or at the time of his Decease, should be a Citizen and freeman of the City of *London*. In witness whereof, &c.

*A Letter of Attorney to take an Assignment of a Lease:
See Letter of Attorney to deliver this Assignment, fo. 329.*

TO all People to whom this present Writing shall come I *T. R.* of *L. &c.* send Greeting, Know ye, That I the said *T. R.* have made, constituted, appointed and in my place and stead put *C. D.* my true and lawful Attorney for me, and in my name, place, and stead to receive and take, at and from the hand of *H. D.* of, &c. or the hand of his Attorney or Attorneys by him appointed to deliver the same as the Act and Deed of him the said *H. D.* one Writing indented, bearing even Date with these Presents, purporting a Bargain, Sale, and Assignment made by the said *H. D.* unto me of a parcel of Pasture Ground called, &c. and of divers other Lands, Tenements, and Hereditaments therein mentioned, lying and being in, &c. which were heretofore to the said *H. D.* demised by *J. L.* for a Term of years yet enduring; which said Writing it is intended shall be delivered unto me, or my Attorney appointed to receive the same, upon the said Lands and Premises therein mentioned to be bargained, sold, and assigned, or upon some part thereof. In witness, &c.

A Mortgage for Five hundred years, with several Covenants.

THIS Indenture made, &c. Between *J. B.* and *J. B.* of the one part, And *E. B.* of, &c. of the other part, Witnesseth, That the said *J. B.* and *J. B.* for and in consideration of the Sum of One hundred twenty and five pounds of lawful Money of *England*, to them in hand paid by the said *E. B.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof the said *J. B.* and *J. B.* do hereby acknowledge, And thereof, and of every part and parcel thereof, do clearly and absolutely acquit, exonerate, and discharge the said *E. B.* her Executors and Administrators for ever, by these Presents, *Hers* demised, granted, bargained and sold, And by these Presents do demise, grant bargain, and sell unto the said *E. B.* her Exec-
Two Mortgagors consideration to both.
Demise.
cutors,

cutors and Administrators, All that great Messuage or Tenement, with the Appurtenances, commonly called or known by the name of *S. situate*, lying, and being, &c. And all those two little Messuages and Tenements, with their Appurtenances, lying and being on the backside of the great Messuage and Tenement; And all Houses, Orchards, Yards, Gardens, Backsides, Lights, Easements, Waters, Ways, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Messuages and Tenements, or any of them, belonging, or any wise appertaining, or therewithal commonly used, occupied or enjoyed, as part, parcel, or member thereof.

Habund.

And the Reversion and Reversions, Remainder and Remainders, of all and singular the Premises, with their Appurtenances, *To have and to hold* the said Messuages, Tenements, and Premises, with their Appurtenances, unto the said *E. B.* her Executors, Administrators, and Assigns, for and during the Term of Five hundred years from henceforth next ensuing, and fully to be compleat and ended.

Proviso for payment of the principal Money at a day certain, and the Interest half yearly.

~~Provided~~ always, and upon this Condition nevertheless, That if the said *J. B.* and *J. B.* or either of them, their, or either of their Heirs, Executors, Administrators, or Assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said *E. B.* her Executors, Administrators, or Assigns, or any of them, At or in the now dwelling House of her the said *E. B.* situate, &c. the full Sum of One hundred twenty and eight pounds and fifteen shillings of lawful Money of *England*, in Gold or Silver, upon the Day of, &c. which shall be in the year of our Lord God, &c. And also the full Sum of Three pounds and fifteen shillings of like Money every half year, viz. upon, &c. The first of the said half yearly Payments to be made on the Day of, &c. And all the said Payments to be made at the place of Payment before mentioned, fully and entirely, and without any Abatement, Deduction, or Defalcation of any thing, for or in respect of any Taxes, Charges, Payments, or Assessments issuing out of, or charged or imposed upon, or to be issuing out of, or charged or imposed upon the said Messuages, Tenements, and Premises, or any part or parcel thereof, or upon the said several Sums of Money, or any part thereof, or by reason thereof, by any Order, Ordinance, or Act or Acts of Parliament, or otherwise, howsoever, That then, from and immediately after the said last Payment made, this present Indenture, and all and every the Term and Estate thereby made and granted, or mentioned to be made or granted, shall cease, determine, and become and be void, frustrate, and of none effect to all intents and purposes.

Without deduction for Taxes.

And the said *J. B.* and *J. B.* for themselves, their Heirs, Executors, Administrators, and Assigns, and for every of them, do covenant, promise, and grant, to and with the said *E. B.* her Executors, Administrators and Assigns, by these Presents, That they the said *J. B.* and *J. B.* or one of them, their, or one of their Heirs, Executors, Administrators, or Assigns, shall and will, without any defalcation, Deduction, or Abatement of any thing, for or in respect of any Taxes, Charges, Payments or Assessments as aforesaid, well and truly pay, or cause to be paid unto the said *E. B.* her Executors, Administrators, or Assigns, or some of them, at the place of Payment before

Covenant to pay the Money at the time and place, without Abatement of Charges.

fore

fore mentioned, the said Sum of One hundred twenty and eight pounds and fifteen shillings of lawful Money of *England*, in Gold or Silver, upon the said Day of, &c. And also the full Sum of Three pounds and fifteen shillings of like Money every half year, viz. upon, &c. The first of the said half yearly Payments to be made on, &c.

And the said *E. B.* for himself, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and agree, to and with the said *J. B.* and *J. B.* their Heirs and Assigns, by these presents, That until some Default shall be made of or in payment of the said Monies herein before covenanted to be paid, or of some part thereof, she the said *E. B.* her Executors, Administrators, and Assigns, shall and will permit and suffer the said *J. B.* and *J. B.* their Heirs and Assigns, peaceably and quietly to have, hold, and enjoy the said Messuages, Tenements, Hereditaments, and all and singular other the Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances, and the Rents, Issues and Profits of them, and every of them, to their own use and uses, without the let, suit, trouble, interruption, eviction, or ejection of her the said *E. B.* her Executors, Administrators, or Assigns, and without any Accompt to be given unto her the said *E. B.* her Executors, Administrators, or Assigns, for or concerning the same.

Covenant
peaceably to
enjoy till for-
feiture.

And the said *J. B.* and *J. B.* for themselves, their Heirs, Executors, Administrators, and Assigns, and for every of them, do jointly and severally covenant, promise, and grant to and with the said *E. B.* her Executors, Administrators, and Assigns, by these Presents, That they the said *J. B.* and *J. B.* have, or one of them hath good Right, lawful and absolute Power, and Authority in themselves, or in one of them, to demise, grant, bargain, and sell the said Messuages, Tenements, Hereditaments, and all and singular other the Premises hereby demised or mentioned to be demised, and every part and parcel thereof, with their and every of their Appurtenances, unto the said *E. B.* her Executors, Administrators, and Assigns, for and during all the said Term of Five hundred years, and in manner and form aforesaid.

Covenant
jointly and se-
verally good
right and au-
thority to sell.

And that if Default shall happen to be made of, or in Payment of the said Moneys herein before covenanted to be paid, or of any part thereof, at any of the times herein before limited for payment thereof, That then, and from thenceforth, it shall and may be lawful to and for the said *E. B.* her Executors, Administrators, and Assigns, into all and singular the Premises, and into every part and parcel thereof to enter, and the same from thenceforth, for and during all the rest and residue of the said Term of Five hundred years, peaceably and quietly to hold and enjoy, and all and every the Rents, Revenues, Issues, Profits, and Commodities thereof, and of every part and parcel thereof, coming, arising, and growing, to have and to take, without any manner of denial, let, suit, trouble, hindrance, interruption, eviction, or ejection of or by the said *J. B.* and *J. B.* or either of them, their, or either of their Heirs or Assigns, and without the lawful let, suit, trouble, interruption, eviction, or ejection, of or by any other person or persons whatsoever, And free and clear, and freely, clearly and absolute-

Upon forfeiture
to enter and
quietly enjoy.

Free from in-
cumbrances.

ly

ly acquitted, freed, exonerated, and discharged of and from all, and all manner of former, and other Bargains, Sales, Gifts, Grants, Joyntures, Dowers, Entails, Leases, Mortgages, Estates, Titles, Rents, Arrerages of Rents, Judgments, Stautes, Recognizances, Debts, Executions, Extents, Troubles, Forfeitures, Sequestrations, Seizures, Decrees, Charges, and Incumbrances whatsoever; *Saving* and except One Lease by Indenture bearing Date, &c. made, &c. of the said Messuages, Tenements, and Premises, for the Term of One and twenty years from the Feast, &c. Under the yearly Rent of, &c. yearly payable, during the said Term.

Which said Rent of &c. from and after Default of payment of any of the said Sums of Money above mentioned, shall continue due and payable unto the said *E. B.* her Executors, Administrators, and Assigns, yearly, during the then rest and residue of the said Term of, &c.

Covenant after
Default of pay-
ment to make
farther Assu-
rances.

And the said *J. B.* and *J. B.* do further also by these Presents for themselves, their Heirs, Executors, Administrators, and Assigns, covenant, promise, and agree to and with the said *E. B.* her Executors, Administrators, and Assigns, That if any Default shall happen to be made of, or in payment of the said Moneys, or any part thereof, herein before covenanted to be paid at any of the Days herein before appointed for payment thereof, That then at any time after such Default made, They the said *J. B.* and *J. B.* their Heirs, and Assigns, and all and every other person and persons, any Estate having, or lawfully claiming, of, in, to, or out of the said Messuages, Tenements, Hereditaments, and Premises (other than the Persons and Lessees, whose Estate and Interests are herein before excepted, for and in respect only of the same Leases and Estates so excepted, and not otherwise) shall and will at the reasonable request and proper Costs and Charges in the Law of the said *E. B.* her Executors, Administrators, or Assigns, make and do all and every such Act and Acts for the further, better, and more perfect assuring and conveying of the said Messuages, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances unto the said *E. B.* her Executors, Administrators, and Assigns, for and during the Term hereby granted, or mentioned to be granted, Be it by Fine or Fines, *Sur Concessis*, or *Sur consens de droit*, Deed or Deeds, Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said ways and means, or by any other ways and means, in the Law whatsoever, as by the said *E. B.* her Executors, Administrators, or Assigns, or by her or their Counsel learned in the Law shall be reasonably devised, advised or required, In witness, &c.

A Settlement of an Estate and Rent to uses by Lease and Release and Fine.

This Indenture made, &c. Between *P. P.* of the one part, And *Sir H. P.* Baronet, and *Sir H. P.* of, &c. of the other part, ^{Consideration}
Witnesseth, That the said *P. P.* for and in consideration of the Sum of Five shillings of lawful Money of *England*, to him in hand paid by the said *Sir H. P.* and *Sir H. P.* at or before the Sealing and Delivery of this Present Indenture, the Receipt whereof the said *P. P.* doth hereby acknowledge, ^{Release of Rent} *Hath* granted, released, and confirmed, And ^{Issuing out of a} by these Presents doth grant, release, and confirm unto the said *Sir H. P.* and *Sir H. P.* their Heirs and Assigns, All that Rent of One hundred and fifteen pounds, be it more or less, arising out of the Mannor of *H.* in the County of *B.* And all other Rent or Rents whatsoever of the said *P. P.* arising and growing out of the aforesaid Mannor of *H.* which was late in the Tenure or Occupation of *Sir H. S.* deceased, or his Under tenants, Of which said Rent or Rents, the said *Sir H. P.* and *H. P.* are now in full Possession by force and virtue of a Bargain and Sale thereof to them made by the said *P. P.* for the Term of a year, from the First day of this Instant by Indenture bearing Date the Day next before the Day of the Date hereof, and by force and virtue of the Statute for transferring Uses into Possession; ^{Habendi} *To have and to hold* the said Rents or Rent unto the said *Sir H. P.* and *Sir H. P.* their Heirs and Assigns for ever, To the several uses herein after mentioned and expressed.

And this Indenture further witnesseth, That for divers good Causes and Considerations the said parties hereunto moving, It is hereby covenanted, granted, concluded, and agreed by and between the said Parties to these Presents, for them and their Heirs, And the said *P. P.* for him and his Heirs, doth covenant and grant, to and with the said *Sir H. P.* and *Sir H. P.* their Heirs, Executors, and Administrators by these Presents, That he the said *P. P.* shall and will before the end of *Trinity* Term now next ensuing the Date hereof, acknowledge and levy in due form of Law, according to the Laws and Statutes of *England* One Fine *Sur Conusans de droit come ceo*, &c. to be engrossed, recorded, and sued forth with Proclamations, according to the Statutes in that case made and provided and the usual course of Fines with Proclamations in such cases used unto the said *Sir H. P.* and *H. P.* and their Heirs, or to them and the Heirs of one of them, or to the Survivor of them and his Heirs, Of all those the Mannors of *D.* and *B.* in the County of *B.* with their and either of their Rights, Members, and Appurtenances, And of all that Farm called, &c. situate, &c. now or late in the Tenure, &c. And of all other the Messuages, Lands, Tenements, and Hereditaments, whatsoever, whereof or wherein he the said *P. P.* hath any Estate of Inheritance whatsoever, in Possession, Reversion, or Remainder, situate, lying, and being in *D. B.* in the said County of *B.* or any of them, By such apt and convenient name and names, numbers of Messuages, and Acres, ^{Covenant to} ^{levy a Fine.} ^{Premises.}

quantities and qualities of Land, and other things, as shall be fit and requisite.

Uses.

And it is further covenanted, concluded, declared, and fully agreed, by and between all the said Parties to these Presents, for them and their Heirs, And it is their true intent and meaning, That the said Fine herein before covenanted to be levied, and the Execution thereof, and these Presents, and the Grant, Release, and Conveyance herein contained, and every of them shall be and enure, and shall be adjudged, construed, expounded, deemed, and taken to be and enure, and is, and are by these Presents, and by all the said Parties to these Presents, declared and agreed to be and enure To the several uses herein after mentioned and expressed, That is to say, To the use and behoof of the said *P. P.* for and during the Term of his natural life without impeachment of or for any manner of waste, And from and immediately after his decease, Then as for and concerning the said Water-corn Miln, with the Lands and Appurtenances thereunto belonging or therewith occupied, in the Parish of *B.* aforesaid now or late in the Tenure, &c. *To the use and behoof* of *C. P.* fourth Son of the said *P. P.* and of the Heirs and Assigns of the said *C. P.* for ever.

To the grantor for life.

Afterwards part of the Premises to his fourth Son in Fee.

The Rent to the Wife for Joynture.

And as for and concerning the said Rent of One hundred and fifteen pounds, be it more or less, and all other Rent or Rents whatsoever, of the said *P. P.* arising and growing out of the aforesaid Mannor of *H.* *To the use and behoof* of *P. P.* Wife of the said *P. P.* for and during the Term of her Natural Life for her Joynture, and in full recompence, lieu, and satisfaction of all the Dower which she may, or otherwise might have, claim, challenge, or demand, in all or any the Lands, Tenements, or Hereditaments of the said *P. P.*

Afterwards the Joynture and part of the Premises

And as for and concerning the same Premises so limited as aforesaid for the Joynture of the said *P.* from and immediately after the Decease of the survivor of them the said *P. P.* and *P.* his Wife, as also for and concerning the said Mannors of *D.* and *B.* with their and either of their Rights, Members, and Appurtenances, and all and singular other the Premises whatsoever herein before settled or limited in use to the said *P. P.* other than the said Water-corn Miln, and Premises limited in use to the said *C. P.* and his Heirs from and immediately after the Decease of the said *P. P.* *To the use and behoof* of the said Sir *H. P.* their Executors, Administrators, and Assigns, for and during the Term of Seven years, to be accompted from the death of the said *P. P.* and from thenceforth next ensuing and fully to be compleat and ended.

To the Trustees for seven years.

Nevertheless upon such Trusts and Confidences as are herein after mentioned and expressed concerning the same Term and Estate, And from and after the expiration or other determination of the said Term of Seven years *To the use and behoof* of *R. P.* eldest Son and Heir Apparent of the said *P.* and the Heirs Males of the Body of the said *R.* lawfully issuing.

Then to the Eldest son and Heirs males of his Body, &c. to the Tenth.

And for default of such Issue, To the use and behoof of *H. P.* second Son of the said *P. P.* and the Heirs Males of the Body of the said *H.* lawfully issuing, And for default of such Issue, To the use and behoof of *P. P.* third Son of the said *P. P.* party to these Presents and the Heirs Males of the Body of the said *P. P.* the Son lawfully issuing; And for default of such Issue, To the use and behoof of the said *C. P.* fourth

fourth Son of the said *P. P.* Party to these Presents, and the Heirs Males of the Body of the said *P. P.* lawfully issuing. And for default of such Issue To the use and behoof of the Fifth Son of the said *P. P.* Party to these Presents, and the Heirs Males of the Body of such Fifth Son lawfully issuing, And for default of such Issue, To the use and behoof of the Sixth Son of the said *P. P.* Party to these Presents, and the Heirs Males of the Body of such Sixth Son lawfully issuing; And for default of such Issue, To the use and behoof of the Seventh, Eighth, Ninth, Tenth and all other the Sons of the said *P. P.* Party to these Presents, severally, successively, and respectively one after another, in order and course as they shall be in order and seniority of Age, and priority of Birth and the several and respective Heirs Males of their Several and respective Bodies, lawfully issuing, Every elder of the said Sons, and the Heirs Males of his Body, being ever preferred before the younger of the said Sons, and the Heirs Males of their Body; And for default of such Issue, To the use and behoof of the right Heirs of the said *P. P.* Party to these Presents for ever.

Default of such to the Grantors right Heirs.

And it is hereby declared, meant, and agreed, by and between all and every the said Parties to these Presents, and the true intent and meaning of them and every of them, and of these Presents is, That the Use and Estate herein before limited unto the said Sir *H. P.* and Sir *H. P.* their Executors, Administrators, and Assigns, for the said Term of Seven years so made unto them, is upon special trust and confidence, and to the intent and purpose that, they the said Sir *H. P.* and Sir *H. P.* their Executors, Administrators, and Assigns, shall and may, by, with, and out of the Rents, Issues, and Profits of the Premises so limited unto them, for the aforesaid Term levy and raise the Sum of Two thousand and five hundred pounds, of lawful Money of *England*, or so much thereof as shall be appointed by the said *P. P.* as is herein after mentioned, or in Default thereof at the discretion of the said Sir *H. P.* and Sir *H. P.* or the Survivor of them, or the Executors or Administrators of the Survivor of them shall be thought fit to set and employ, and dispose of the same for the Portion or Portions of all, or so many of the Daughters and younger Sons of the said *P. P.* Party to these Presents, as he shall direct and appoint, and in such proportions and in such sort, as he the said *P. P.* shall by his last Will and Testament in Writing, or by any Writing or Writings by him signed and sealed, in the Presence of two or more credible Witnesses, direct and appoint.

Trust of the 7 years to raise portions for Daughters and younger Sons.

And in default of such appointment, shall pay and dispose the said Sum of Two thousand pounds or such part thereof as shall be raised as aforesaid, to and amongst such of the Children of the said *P. P.* Party to these Presents, and in such proportions, and in such sort, as they the said Sir *H. P.* and Sir *H. P.* the Survivors of them or the Executors or Administrators of the Survivor of them shall think fit, and for no more nor otherwise.

And that after the said Sum of Two thousand five hundred pounds, or such part thereof as aforesaid, shall be levied and raised, together with all Charges in or about the levying or raising thereof, they the said Sir *H. P.* and *H. P.* their Executors, Administrators, and Assigns, shall permit and suffer all the Rents, Issues, and Profits of all, and singular the said Premises, to be received, taken, and had by the

And after such portions raised the Trustees shall permit the next in Reversion to enjoy.

said *R. P.* or such other person or persons, to whom the next and immediate Estate, of and in the Premises expectant upon the determination of the said Term of Seven years, shall by the true intent and meaning of these Presents belong or appertain.

Proviso to
have liberty
to let Leases
for 21 years.

And it is hereby declared meant and agreed, by and between all and every the said Parties to these Presents, and the true intent and meaning of them, and every of them, and of these Presents is, That the said *P. P.* Party to these Presents, shall have full liberty, power and Authority And that it shall and may be lawful, to and for him the said *P. P.* from time to time, and at all times, during his life, by any Writing or Writings, under his own proper Hand and Seal to be subscribed and Sealed in the presence of two or more credible Witnesses, to demise, grant, or lease to any person or persons whatsoever, for the Term of One and twenty years or under, from the making of the same, all or any part or parts of the said Mannor, Lands, Tenements, Hereditaments, and Premises, So as every such Lease or Leases be made in Possession, and not in Reversion, and so as upon every such Lease or Leases, there shall be reserved to continue payable, during the continuance of the respective terms thereby granted, the greatest improved yearly Rent that can, or may reasonably be had for the same. In witness, &c.

A Bargain and Sale of a Messuage and Lands for One year.

TH Indenture made, &c. Between *H. G.* of &c. of the one part and *T. R.* of, &c. of the other part *Witnesseth*, That the said *H. G.* for and in consideration of the Sum of Five shillings of lawful Money of *England* to him in hand paid by the said *T. R.* at or before the Sealing and delivery of this present Indenture, the Receipt whereof he the said *H. G.* doth hereby acknowledge, *Have* bargained and sold, and by these Presents doth bargain and sell unto the said *T. R.* All that Messuage or Tenement, with the Appurtenances, situate, &c. late in the Tenure, &c. and all the Land and Pasture Ground to the said Messuage or Tenement belonging, or therewith usually letten, occupied or enjoyed, containing by estimation, &c. more or less; Also all Houses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Ways, Paths, Easements, Liberties, Privileges, Immunities, Profits, Commodities, Common of Pasture, Emoluments, Advantages, Hereditaments, and Appurtenances whatsoever to the said several Tenements and Premises, or any of them respectively belonging or in any wise appertaining, or to or with the same, or any of them, used occupied, enjoyed, taken, had or perceived, or accounted, reputed, accepted, adjudged, deemed, or taken as part or parcel thereof, or of any of them, or to belong or appertain thereunto, or to any of them.

And witness
that the said
parties have
signed these
presents in
presence of
the said
witnesses.

And also all other Messuages, Lands, Tenements, and Hereditaments

ments whatsoever, of him the said *H. G.* or whereof or wherein he now hath, or ever had any manner of Estate in Possession, Reversion, Remainder, or otherwise. situate, &c. or to be received, had, or taken in the said Parish of, &c. with all and singular their, and every of their Appurtenances.

And also the Reversion and Reversions, Remainder and Remainders, of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises whatsoever, hereby bargained and sold, or mentioned to be bargained and sold, and of every part and parcel thereof, And all Rents, Services and Profits thereto incident or belonging.

To have and to hold the said Messuages, Lands, Tenements, and all and singular other the Hereditaments and Premises whatsoever hereby bargained and sold, or mentioned to be granted and sold, with all and singular their and very of their Appurtenances unto the said *T. R.* his Executors and Administrators, from the first Day of, &c. unto the full end and term of One whole year from thence next ensuing, fully to be compleat and ended. In witness whereof, &c.

A Lease for a Year. See Release Fol. 336.

This Indenture made, &c. Between *H. H. Sir W. P. Sir R. O.* of the one part, and *R. M.* of the other part, Witnesses, That the said *H. H. Sir W. P.* and *Sir R. O.* for and in Consideration of the Sum of Five shillings of lawful Money of *England*, to them in hand paid by the said *R. M.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof they the said *H. H. Sir W. P.* and *Sir R. O.* do hereby acknowledge, Have bargained and sold, and by these Presents do bargain and sell unto the said *R. M.* All that the Mannor and Lordship of *F.* with the Rights, Members and Appurtenances thereof, in the County of *E.* And also all that the Rectory or Parsonage of *F.* with the Rights, Members and Appurtenances thereof, &c.

And also the Reversion and Reversions, Remainder and Remainders of all and singular the said Mannor, Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Tythes, Hereditaments, and Premises, and of every part and parcel thereof, And the Rents, Services, and Profits to them, or any of them belonging, incident, or appertaining; To have and to hold the said Mannor, Lordship, Rectory, Advowson, Messuages Lands, Tenements, Tythes, and all and singular other the Hereditaments and Premises whatsoever, hereby bargained or sold, or mentioned to be bargained and sold, with their and every of their Appurtenances, unto the said *R. M.* his Executors, Administrators, and Assigns, from the last Day of *M.* now last past, before the Date hereof, unto the full end and Term of One whole year, from thence next ensuing, and fully to be compleat and ended; To the intent and purpose that the said *R. M.* may by virtue of

*Bargained & sold for
years*

Habund.

A

P p 2

the

*By giving & paying the rent of one penny found at the feast of St. Michael
the arrangement not ensuing by date of the present, if the same
be lawfully demanded*

the said Presents, and of the Statute made for transferring Uses into Possession, be lawfully possessed, of, and in all and singular the Premises, and thereby the better enabled to have, take, and receive the Reversion and Inheritance thereof, which is intended to be to him and his Heirs, granted and released by the said *H. H.* Sir *W. P.* and Sir *R. O.* by another Indenture, intended to be made and Dated the next Day after the day of the Date hereof. In witness, &c.

A Sale by Release of a Mannor Rectory and Lands, &c. Reserving a Rent. See Lease next before.

Several uses.

Conf. s. s.
to one of the
vendors

The purchase
money to the
other two.

Premises.

This Indenture made the Day of J. &c. Between the Honourable *H. H.* Sir *W. P.* and Sir *R. O.* of the one part, and *R. M.* of the other part, *Witnesseth*, That for and in consideration of the Sum of Five Shillings of lawful Money of *England* to the said *H. H.* in hand paid by the said *R. M.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof he the said *H. H.* doth hereby acknowledge; And also in consideration of the Sum of Three thousand and threescore pounds of like Money, to the said Sir *W. P.* and Sir *R. O.* in hand likewise paid by the said *R. M.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof they the said Sir *W. P.* and Sir *R. O.* do hereby acknowledge, and thereof and of every part and parcel thereof, do clearly and absolutely acquit and discharge the said *R. M.* his Executors, and Administrators for ever, by these Presents. They the said *H. H.* Sir *W. P.* Sir *R. O.* Have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these Presents, for them and their Heirs, do clearly and absolutely grant, bargain, sell, alien, enfeoff, release and confirm unto the said *R. M.* All that the Mannor and Lordship of *F.* with the Rights, Members, and Appurtenances thereof in the County of *E.*

And also all that the Rectory or Parsonage of *F.* with the Rights, Members, and Appurtenances thereof, in the said County of *E.* And also all that Capital Messuage or Mansion House, commonly called or known by the Name of the Parsonage House of *F.* aforesaid, and all Houses, Edifices, Buildings, Dove houses, Barns, Stables, Outhouses, Courts, Yards, Curtilages, Gardens, Orchards, and Appurtenances whatsoever, to the said Capital Messuage or Mansion-house, belonging or herewith used, occupied, or enjoyed.

And also all and every the Glebe Lands, Demesne Lands, Meadows, Pastures, Feedings, Grounds, Woods, Under-woods, Lands, Tenements, and Hereditaments, Tythes of Corn, Grain, Hay, and Wood, and other Tythes whatsoever, Pensions, Portions, Oblations, Obventions, Profits, Fruits, and Emoluments whatsoever, to the said Mannor and Rectory, or either of them, belonging, or in any wise appertaining, or accounted, reputed, or taken as part, parcel, or member

ber thereof, or of either of them, or to belong or appertain thereunto, or to either of them.

And also all that the Advowson Patronage, Right of Patronage, Gift, Nomination, Presentation, Free Disposition and Donation of, in, and unto the Vicaridge and Parish Church of *F.* aforesaid; And also all the Tythes of Corn, Grain, Hay and Wood, coming, growing, arising or renewing, or which at any time or times hereafter shall be coming, growing, arising or renewing, within the Mannor, Lordship, Town, Parish, Fields, Hamlets, Precincts, or Territories of *F.* aforesaid, in the said County of *E.*

All which said Mannor, Rectory, Lands, Tenements, Tythes, and other Hereditaments, and Premises, were sometime heretofore belonging to the late dissolved Priory of *T.* in the said County of *N.* And were also lately heretofore in the Tenure or Occupation of Sir *R.K.* by virtue of a long Lease for years thereof heretofore made by *T.* Duke of *N.* long since deceased, one of the Ancestors of the said *H.H.*

And also all and singular other the Messuages, Houses, Edifices, Buildings, Tofts, Crofts, Curtilages, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Clo-
ses, Enclosures, Woods, Underwoods, Rents, Reversions, Services, Annuities, Fee farms, Rents of Assize, Rents seck, Quit-rents, and Free-rents, Ways, Paths, Waters, Streams, Fishings, Fishing places, Ponds, Pools, Motes, Meres, Water courses, Waits, Commons, Furzes, Hearths, Common of Pasture, Courts, Courts Baron, Courts Leet, View of Frankpledge, Perquisites and Profits of Courts and Leets, Homages, Fealties, Reliefs, Escheats, Heriots, Fines, Amerciaments, Goods and Chattels of Felons and Fugitives, and of Felons of themselves, Deodands, Waifs, Estrays, Treasure trove, Mines, Quarries, Dells, And all other Royalties, Franchises, Liberties, Rights, Jurisdictions, Priviledges, Immunities, Profits, Commodities, Emoluments, Advantages, Easements, Hereditament and Appurtenances whatsoever, to the said Mannor, Lordship, Rectory, and Premises, or to any of them belonging, or in any wise appertaining, or to or with the same, or within the same or any of them, occupied, enjoyed, taken, had, or perceived and accepted, reputed, adjudged, deemed or taken, as part, parcel, or member of the said Mannor, Lordship, Rectory, and Premises, or any of them, or to belong or appertain thereunto, or to any of them.

And the said *H.H.* Sir *W. P.* and Sir *R. O.* do further by these Presents for the Considerations aforesaid, grant, Bargain, Sell, Re-
lease and confirm unto the said *R.M.* his Heirs and Assigns, the Re-
version and Reversions, Remainder and Remainders, of all and sin-
gular the said Mannor, Lordship, Rectory, Advowson, Messuages,
Lands, Tenements, Tythes, Hereditaments, and Premises whatso-
ever hereby granted, or mentioned to be granted, and of every part
and parcel thereof, And the Rents, Services, and Profits to them, or
any of them, incident, belonging, or appertaining, And all Rents
and yearly Profits, Reservations and Services, reserved or payable,
in, by, or upon any Lease or Leases, Grant or Grants, had, made or
granted, or mentioned to be made or granted, of the Premises hereby
granted, or mentioned to be granted, or of any of them: And also all
the Estate and Estates, Right, Title, Interest, Use, Possession, Pro-
perty,

per, Benefe, Trust, Claim, and Demand whatsoever, of them the said *H. H. Sir W. P.* and *Sir R. O.* and of every, or any of them, of, in, and to the said Mannor, Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Tythes, Hereditaments, and Premises, or any of them, and of, in, and to any part or parcel thereof.

Writings.

And also all and every the Deeds, Charters, Writings, Evidences, Terras, Court-Rolls, Rentalls, Surveys, Boundaries, Counterparts of Leases, Fines, Chyrogaphs of Fines, Exemplifications of Fines, and of Common Recoveries, and of other Records, Escrips, and Miniments whatsoever, touching, or in any wise concerning the said Mannor, Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and Premises hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof, and which do not concern any other the Mannors, Lands, Tenements, or Hereditaments of them the said

Habend.

H. H. Sir W. P. and *Sir R. O.* or any of them. To have and to hold the said Mannor, Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Tythes, and all and singular other the Hereditaments and Premises whatsoever, hereby granted, bargained and sold, or mentioned to be granted, bargained and sold. with all and singular their and every of their Appurtenances, unto the said *R. M.* his Heirs and Assigns for ever, To the only use and behoof of him the said *R. M.* his Heirs and Assigns for ever, absolutely without any manner of Condition, Redemption, or Revocation in any wise, Yielding and paying therefore yearly unto the said *Sir W. P.* and *Sir R. O.* and their Heirs and Assigns for ever, the yearly Rent or Sum of, &c. of lawful Money of England, at two usual Feasts or Terms in the year, That is to say, the Feast of, &c. and the, &c. by equal Portions.

Reddend.

And if it shall happen the said yearly Rent of, &c. or any part thereof, to be behind and unpaid in part or in all, at or after any the said Feasts or Days before appointed for payment thereof, That then, and from thenceforth, from time to time, when and so often as the same shall be so behind and unpaid, it shall and may be lawful to and for the said *Sir W. P.* and *Sir R. O.* their Heirs and Assigns, or any of them, into the said Mannor, Lordship, Rectory, Messuages, Lands, Tenements, Tythes, Hereditaments, and Premises hereby granted, or mentioned to be granted, or any of them, and into every or any part or parcel thereof or of any of them, to enter and distrain, and the Distress and Distresses then and there found and taken, to lead, drive, chase, take, or carry away, impound, detain, and keep until the said yearly Rent of, &c. and all Arrearages thereof, if any shall be, unto the said *Sir W. P.* and *Sir R. O.* their Heirs and Assigns, fully satisfied and paid.

Upon Non-payment to enter and distrain.

A Recital of Letters Patents from Henry the Eighth wherein is reserved a Fee-farm Rent.

And whereas by and upon certain Letters Patents of the late King Henry the Eighth, bearing Date the Ninth Day of July, in the Two and thirtieth year of his Reign, whereby the said Mannor and Rectory of *F.* are amongst other things granted unto the said *T. N.* there is reserved a yearly Fee-farm Rent of Threescore pounds, of lawful Money of England, payable for ever, out of, and for the Premises, hereby granted amongst other things in the said Letters Patents mentioned.

And

And the said *H. H.* for himself, his Heirs, Executors, Administrators, and for the said *Sir W. P.* and *Sir R. O.* their Heirs and Assigns, doth covenant, promise, and grant, to and with the said *R. M.* his Heirs and Assigns, by these Presents, That they the said *Sir W. P.* and *Sir R. O.* their Heirs and Assigns, for and in consideration of the said yearly Rent, or Sum of, &c. hereby to them reserved as aforesaid, shall and will, from time to time, and at all times hereafter, well and truly pay, satisfy, and discharge the said yearly Fee-farm Rent of Threescore pounds, and all Arrerages thereof, unto such person or persons, to whom the same is, or shall be due and payable, and of and from the same, and every part and parcel thereof save, keep harmless and indemnified the said *R. M.* his Heirs and Assigns, and the said Mannors, Rectory, Messuages, Lands, Tenements, Tithes, Hereditaments, and Premises hereby granted, or mentioned to be granted.

Covenant by the vendor, pay the Fee-farm Rent.

Provided always, And it is hereby further concluded, granted, and agreed, by and between all and every the said Parties to these Presents, for them, their Heirs and Assigns, That if at any time hereafter any Distress shall be taken upon the said Mannors, Rectory, Lands, Tenements, Hereditaments, and Premises hereby granted or mentioned to be granted, or any part or parcel thereof, for the said Fee-farm Rent of threescore pounds, or any part or parcel thereof, Or that the said *R. M.* his Heirs or Assigns, or the Tenants or Farmers of the said Premises hereby granted or mentioned to be granted, or any of them shall be any way molested or dampnified, for or by reason of the said Fee-farm Rent, or of the not paying thereof; Or if the said Fee-farm Rent of Threescore pounds, shall at any time happen to be arrear and unpaid, by the space of one whole year or more, That then, in any of the said Cases it shall and may be lawful, to and for the said *R. M.* his Heirs and Assigns from time to time, to retain and keep in his and their Hands, the said yearly Rent of, &c. hereby reserved as aforesaid, untill such time as he the said *R. M.* his Heirs and Assigns, by, with, and out of the same yearly Rent of, &c. so by him or them to be detained and kept as aforesaid, or otherwise by other payment, and satisfaction to be made unto him or them, by the said *Sir W. P.* and *Sir R. O.* their Heirs and Assigns, shall be fully recompensed and satisfied of and for all such trouble, loss, and damage as he the said *R. M.* his Heirs or Assigns, shall have sustained or suffered, for or by reason of any such Distress taken, or other Molestation, as aforesaid, or of the payment of any Monies which he the said *R. M.* his Heirs or Assigns, shall have paid for or towards the satisfying of any Arrerages of the said Fee-farm Rent of, &c. and until such time as the said yearly Fee-farm Rent of, &c. and all Arrerages thereof, shall be fully satisfied and paid unto such person, or persons, to whom the same is or shall be due and payable, and that such part and so much of the said Rent as shall be retained for such recompence or satisfaction as aforesaid, and shall not exceed the value of the trouble, loss, and damage then suffered by the said *H. M.* his Heirs, or Assigns, as aforesaid, shall and may be recovered and defalked, from time to time out of the said yearly Rent that of, &c. and not be at all paid to the said *Sir W. P.* and *Sir R. O.* their Heirs or Assigns, any thing therein contained to the contrary thereof in any wise notwithstanding.

Vendee may retain the rent reserved, if Fee-farm rent be not paid.

And

Covenant to
pay the Rent
reserved.

Unless shall
be cause for de-
taining it as be-
fore, or so much
thereof as there
shall be such
cause so to de-
tain.

Particular
Warranty.

Covenant
peaceably to
enjoy.

Free from In-
cumbrances.

And the said *R. M.* for himself his Heirs and Assigns, doth Covenant, promise, and grant to and with the said Sir *W. P.* and Sir *R. O.* their Heirs and Assigns. by these Presents, That he the said *R. M.* his Heirs and Assigns, shall and will, from time to time, and at all times hereafter, well and truly pay, or cause to be paid unto the said Sir *W. P.* and Sir *R. O.* their Heirs and Assigns, the said yearly Rent of &c. hereby reserved at the days and times herein before appointed for payment thereof, unless that according to the true intent and meaning of the Proviso and Agreement herein before expressed, there shall be cause for the detaining and keeping the same in the hands of the said *R. M.* his Heirs and Assigns, and unless it be for so much thereof only as there shall be such cause so to detain and keep according to the true intent and meaning of the said Proviso and Agreement.

And the said *H. H.* and his Heirs, the said Mannors, Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Tithes, and all and singular other the Hereditaments and Premises, with the Appurtenances, unto the said *R. M.* and his Heirs, against him the said *H. H.* and his Heirs, and against the Heirs and Assigns of the said *T. S.* Grandfather, and against the Heirs and Assigns of *H. S.* Father of him the said *H. H.* shall and will warrant and for ever defend by these Presents.

And the said *H. H.* for himself, his Heirs, Executors, Administrators, And for every of them, doth Covenant, promise and grant, to and with the said *R. M.* his Heirs, and Assigns by these Presents, That the said *R. M.* his Heirs and Assigns, And his and their Farmers and Tenants, shall or lawfully may, from time to time, and at all and every time and times hereafter for ever, freely quietly, and peaceably have, hold, occupy, possess and enjoy All and singular the said Mannors, Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and Premises hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their, and every of their Appurtenances, And all and every the Rents, Revenues, Issues, Profits and Commodities thereof, and of every part and parcel thereof, have and take, without any manner of let, suit, trouble, vexation, eviction, disturbance, or other hindrance, or molestation whatsoever, of him the said *H. H.* his Heirs or Assigns, or of any other person or persons whatsoever, any thing having, or lawfully claiming, or that hereafter shall or may have or lawfully claim any Estate, Right, Title, Interest, Use, Trust, Benefit, or Demand, of, in, or out of the said Premises hereby granted, or mentioned to be granted, or of, in, or out of any part or parcel thereof, by, from, or under the said *T. S.* and *H. S.* the Grandfather, and Father of the said *H. H.* or any of them, or by, from or under their, or any of their Means, Right, Title, Interest, Act, Consent, or procurement.

And moreover also, the said Mannors, Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and Premises hereby granted, or mentioned to be granted, and every part and parcel thereof, with their, and every of their Appurtenances, now are, and from henceforth for ever hereafter shall remain, continue, and be unto the said *R. M.* his Heirs and Assigns, free and clear, and freely, clearly and absolutely acquitted, freed and discharged of

of and from all, and all manner of former and other Bargains, Sales, Gifts, Grants, Joyntures, Dowers, Feoffments, Devises, Uses Entails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Amerciaments, Debts, Duties, Judgments, Statutes, Recognizances, Decrees, Sequestrations, Forfeitures, and Incumbrances whatsoever, had, made committed, done, knowledged, or entred into by the said T. S. or H. S. or by any of them, or by any other person or persons whatsoever, by or with their, or either, or any of their means, consent, Act, privity, knowledge, or procurement.

And moreover also, That he the said H. H. and his Heirs, And all and every person and persons whatsoever, having, or lawfully claiming, or that shall or may at any time or times hereafter, have, or lawfully claim, any Estate, Right, Title, or Interest, of, in, or to the Premises hereby granted or mentioned to be granted, or of, in, or to any part or parcel thereof, by, from, or under him the said H. H. or by, from, or under the said T. S. and H. S. or any of them shall and will from time to time, and at all times, during the life of the said T. S. within the space of Seven years after his death, At and upon the reasonable Request and proper Costs and Charges in the Law of the said R. M. his Heirs or Assigns, or some of them, do, make, levy, execute, acknowledge and suffer, or cause to be done, made levied executed, acknowledged, and suffered, All and every such further, and other reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further better, and more perfect assurance, surety, sure-making, settling, establishing, and confirming of the said Mannor Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and Premises hereby granted, or mentioned to be granted, or any of them, and of every, or any part or parcel thereof, with all and singular their, and every of their Appurtenances, unto the said R. M. his Heirs and Assigns, Be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented or Poll, enrolled, or not enrolled, Common Recovery, or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said ways or means, or by any other ways or means in the Law whatsoever, as by the said R. M. his Heirs or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, advised, or required, So as the said further Assurances so to be made, or any of them, do not, nor shall contain any further, or other Warranty or Covenants for enjoying them only against the Parties thereunto respectively, and their respective Heirs, and touching and concerning Acts done or suffered by them, or any of them, severally and respectively. And so as for the making knowledging, and executing of such further Conveyance or Assurance, or any of them, the persons that shall be required to make, or execute the same, be not compelled, nor hereby compellable, to travel for the doing thereof, above the space of Ten Miles from the place of his her or their Habitation or abode at the time of such request to be made.

Covenant for further assurances within 7 years after the Death of one.

So as no further Warranty, &c.

And so as not to travel above 10 Miles.

The same Covenants by Sir R. O. and W. P. severally, as before by H. H. *mutato nomine tantum.*

A Mortgage by Assignment of a former Mortgaged, Lease for 500 years, and Deed poll of Release, wherein the old Mortgagor Mortgagee and grantee of the Inheritance joyn in conveying to the new Mortgagee.

Tripartite.
The old Mortgagee and Mortgagor first part.
Mortgagees Lease recited.
Grantee of the Inheritance of the second part
Assignees of the third part.

This Indenture Tripartite made &c. Between G. S. & W. R. of the first part. T. R. of the second part, And O. B. and J. D. of the third part, Whereas by one Indenture bearing date &c. mentioned to be made between the said W. R. of the one part, and the said G. S. of the other part, reciting as herein is recited, and for the Reasons and Considerations therein mentioned, He the said Sir W. R. did demise, grant, bargain and sell unto the said Sir G. S. his Executors, Administrators, and Assigns, All that the Mannors and Lordship of &c. with the Rights, Members and Appurtenances thereof, in the County of &c. And the Advowson, Donation, and rights of Patronage of the Church of P. &c. And all and singular the Messuages, Lands Tenements, and Hereditaments, whatsoever, situate, lying, and being, arising, growing or renewing, within the Parish, Town or Precincts, of &c. whereof or wherein, the said W. R., then or at any time heretofore had any Estate of Inheritance whatsoever, and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every part and parcel thereof, And all Rents, Services, and Profits thereunto incident and belonging, To have and to hold the same unto the said G. his Executors, Administrators, and Assigns, for and during the Term of Five hundred years from thenceforth next ensuing, and fully to be compleat and ended, without impeachment of, or for any manner of Waste, with, upon and subject unto a certain Condition in the said Indenture mentioned, As in and by the said Indenture relation being thereunto had, more plainly appeareth.

Habund.

A recital of the Conveyance of the Inheritance made by the Mortgagor to third person since the Mortgage.
A recital of the Deed poll of Release made by the Mortgagor, And that grantee of the Inheritance to the Mortgagee.
Conf. mentioned to be paid to the old Mortgagee.

And whereas since the making of the said Indenture of Lease the said W. R. hath conveyed unto the said T. R. and his Heirs, the said Mannors of P. and other the Hereditaments and Premises in the said recited Indenture mentioned, And the Reversion and Inheritance thereof, charged with the said Lease; And afterwards the said W. R. and the said T. R. to whom the said Inheritance is conveyed, Did by their Deed poll of Release, bearing date &c. remise, release, and quit claim unto the said G. S. his Executors, Administrators, and Assigns, the said Proviso and Condition in the said recited Indenture mentioned, and all and every Proviso and Provisoes, Condition and Conditions, whatsoever in the said recited Indenture contained, As by the said Deed poll of Release, relation being thereunto had, more plainly appeareth.

Now this Indenture Witnesseth, That the said G. S. by and with the consent of the said W. R. and T. R. testified by their being Parties to these Presents, And in consideration of the Sum of &c. of lawful Money of England to him the said G. S. in hand paid by the said J. B. and J. D. at or before the Sealing and Delivery hereof, the receipt whereof the said G. S. doth hereby acknowledge, and thereof, and of every part & parcel thereof doth clearly and absolutely acquit and discharge

charge the said *J. B.* and *J. D.* their Executors and Administrators, for ever by these Presents, *Hath* granted, bargained, sold, assigned, and set over, And by these Presents doth grant, bargain, sell, assign, and set over unto the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, the said Mannor and Lordship of, &c. with the Rights, Members, and Appurtenances thereof, And the said Advowson, Donation, and right of Patronage of the Church of, &c. And all and singular other the Messuages, Lands, Tenements, Hereditaments, and Premises whatsoever, in and by the said recited Indenture to him the said *G. S.* demised, or mentioned to be demised, And all other the Lands, Tenements, or Hereditaments of him the said *G. S.* in *P.* aforesaid, Together also with the said Indenture of Lease, and the said Deed Poll of Release of the Condition in the said Indenture contained, And all the Estate, Right, Title, Term of years, Claim, Interest and Demand whatsoever, of him the said *G. S.* of, in, and to the said Mannor, Lands, and Premises, and every or any part or parcel thereof, by virtue of the said Indenture of Lease and Deed of Release, or either of them, or otherwise howsoever, *To have and to hold* the said Mannor, Advowson, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted and assigned, or mentioned to be granted and assigned, with their, and every of their Appurtenances, unto the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, for and during all the said term of Five hundred years yet to come and unexpired.

Assignment.

Habund.

And the said *G. S.* for himself, his Heirs, Executors, and Administrators, doth covenant, promise, and grant, to and with the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, by these Presents, That he the said *G. S.* hath not made any former or other Grant, Conveyance, or Assignment of the said Mannor, Lands, and Premises to him demised by the said *W. R.* as aforesaid, or of any part or parcel thereof, for all or any part of the said term of Five hundred years, nor hath done, or willingly and wittingly suffered to be done, any act or thing whereby the said Mannor and Premises, or any part or parcel thereof, or the said Estate and Term to him the said *G. S.* made and granted as aforesaid, is, are, or may be any way forfeited, drowned, surrendered, impeached, charged, or encumbered, in Title, Charge, Estate, or otherwise.

Covenant by the old Mortgagee, that he hath made no Incumbrance.

And the said *W. R.* for himself, his Heirs, Executors, Administrators, and Assigns, doth covenant, promise, and grant to and with the said *J. B.* and *J. D.* their Executors Administrators, and Assigns, by these Presents, That the said *W. R.* hath not done, or willingly and wittingly suffered to be done, any act or thing whereby the said Mannor and Premises, or any part or parcel thereof, is, are, or may be any way impeached, charged, or incumbered in Title, Charge, Estate, or otherwise, the said Lease and Estate by him made to the said *G. S.* and hereby assigned, or mentioned to be assigned, and the said Grant of the Reversion thereof to the said *T. R.* only excepted.

Covenant by the old Mortgagee that he hath made no Incumbrance.

Grant of the Reversion, &c. excepted.

And it is hereby covenanted, granted, concluded, and agreed, by and between the said *J. B.* and *J. D.* on the one part, and the said *T. R.* on the other part; And the said *J. B.* and *J. D.* for themselves, their Executors and Administrators, do covenant, promise and grant,

Covenant upon payment of Money to surrender the Term, and deliver up Writings.

to and with the said *T. R.* his Heirs and Assigns, by these Presents, That if the said *T. R.* his Heirs, Executors, Administrators, and Assigns, or any of them, do, and shall well and truly pay, or cause to be paid unto the said *J. B.* and *J. D.* or either of them, or their Assigns, or to the Executors, Administrators, or Assigns of the Survivor of them, the full Sum of, &c. of lawful Money of *England.* at one entire payment, to be made at or in, &c. upon, &c. ensuing the Date of this present Indenture. That then, at any time after such payment made, they the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, shall and will, at and upon the reasonable request of the said *T. R.* his Heirs and Assigns, surrender and give up all their said Estate, Term, Right, Title and Interest of, in, and to the said Mannor and Premises, unto the said *T. R.* his Heirs and Assigns, free from all Incumbrances done by them the said *J. B.* and *J. D.* their Executors, Administrators, or Assigns; And also redeliver unto the said *T. R.* his Heirs and Assigns, all the Writings and Evidences mentioned and expressed in a Schedule thereunto annexed.

Covenant by the grantee of the Inheritance to pay the Money at a day certain.

And the said *T. R.* for himself his Heirs, Executors, and Administrators, and for every of them, doth covenant, promise, and grant, to and with the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, by these Presents, That he the said *T. R.* his Heirs, Executors, or Administrators, shall and will well and truly pay, or cause to be paid unto the said *J. B.* and *J. D.* their Executors, Administrators, or Assigns, the said Sum of, &c. at the day and place before mentioned and appointed for the payment thereof, without farther delay.

Covenant to permit him to receive Rents until Default of payment be made.

And the said *J. B.* and *J. D.* for themselves, their Executors, and Administrators, do covenant, promise, and grant to and with the said *T. R.* his Heirs and Assigns, by these Presents, That until Default shall be made by the said *T. R.* his Heirs, Executors, or Administrators, in payment of the said Sum of, &c. in part or in all, at the day and place aforesaid, they the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, shall and will permit and suffer the said *T. R.* his Heirs and Assigns, to receive and take all the Rents and Profits of the said Mannor, Lands, and Premises, without any account thereof to be made or given unto them the said *J. B.* and *J. D.* their Executors, Administrators, or Assigns.

Covenant by him that it is a good Lease.

And the said *T. R.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth further covenant, promise, and grant to and with the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, by these Presents, in manner and form following, That is to say, That the said Lease and Estate so made and granted by the said Sir *W. R.* to the said *G. S.* as aforesaid, is a good Lease now in being, and not forfeited, surrendered, or otherwise determined; And that the said *G. S.* at the time of the making hereof, hath full power and Authority to grant, bargain, sell, Assign, and set over the same unto the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, in manner and form aforesaid.

Covenant that upon Default of payment, the Assignee to enter and receive the Rents.

And further also, That in case any Default shall be made in payment of the said Sum of, &c. at the day and place aforesaid, That then and from thenceforth the said *J. B.* and *J. D.* their Executors, Administrators, and Assigns, shall and may quietly and peaceably have, hold, use, occupy, possess, and enjoy all and singular the said Mannor, Lands and

and Premises, and receive and take the Rents and Profits thereof, during all the residue of the said term or number of Five hundred years hereby assigned, or mentioned to be assigned, yet to come and unexpired, without any manner of let, trouble, hindrance, or interruption of the said *T. R.* his Heirs or Assigns, or of any person or persons claiming by, from, or under him the said *T. R.* or by, from, or under the said *Sir W. R.* And without any lawful let, trouble, hindrance, interruption, eviction, or ejection of any person or persons whatsoever, And free and clear, and clearly, freely, and absolutely acquitted, freed, exonerated, and discharged of and from all and all manner of Charges, Estates, Forfeitures, Sequestrations, and Causes of Sequestration, and other Incumbrances whatsoever, had, made, committed done or suffered by the said *Sir W. R.* and *T. R.* or by any other person or persons whatsoever.

And further, That in Case any such Default shall be made in payment of the said, &c. at the day and place aforesaid, that then and from thenceforth he the said *T. R.* his Heirs and Assigns, and all other person and persons, having, or lawfully claiming, or that shall have, or lawfully claim to have any Estate, Right, Title, or Interest, of in, to, or out of the said Mannor, Lands, and Premises, or any part or parcel thereof, shall and will from time to time, and at all times then after at the Request, Costs, and Charges in the Law of the said *J. B.* and *J. D.* or either of them, or the Executors or Administrators of the Survivor of them, make, do suffer, levy, and execute, or cause or procure to be made, done, suffered, levied, and executed all and every such lawful Act and Acts, Conveyances and Assurances in the Law, as well for the corroborating, strengthening, and confirming of the Term and Estate hereby mentioned to be assigned; As also for the absolute granting, conveying, and assuring of the Fee simple and Inheritance of the same Premises, unto such person and persons, and to his and their Heirs, as the said *J. B.* and *J. D.* or either of them, or the Executors or Administrators of the Survivor of them, shall nominate and appoint for that purpose, by such ways and means, and in such manner, as by the said *J. B.* and *J. D.* or either of them, or the Executors or Administrators of the Survivor of them, or his, their, or any of their Counsels learned in the Law, shall be reasonably devised or advised and required. In witness whereof, &c.

Covenant for
further Assu-
rance of the
Premises after
forfeiture.

A Feoffment by three Vendors and their Wives.

Conf.

THIS Indenture made, &c. Between *L. C.* of, &c. and *R.* his Wife, &c. of the one part, And *Sir T. J.* of, &c. of the other part, Witnesseth That the said *L. C.* and *R.* his Wife, &c. for and in consideration of the Sum of, &c. of lawful Money of *England*, to them in hand paid by the said *Sir T. J.* at or before the Sealing and Delivery of this present Indenture, the Receipt whereof the said *L. C.* &c. do hereby acknowledge, And thereof, and of every part and parcel thereof, do clearly and absolutely acquit, exonerate, and discharge the said *Sir T. J.* his Executors and Administrators for ever by these Presents, Have granted, bargained, sold, aliened, enfeoffed, and confirmed, And by these Presents, for them and their Heirs, do clearly and absolutely grant, bargain, sell, alien, enfeoff and confirm unto the said *Sir T. J.* his Heirs and Assigns, All that Messuage or Tenement commonly called or known, &c. or his Assigns, situate lying and being, &c. And all that other Messuage or Tenement, &c. and now or late also in the Tenure or Occupation, &c. or his Assigns, And all Barns, Stables, Gardens, Orchards, Yards, Backsides, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said two Messuages or Tenements, or either of them belonging, or in any wise appertaining;

Habend.

And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every part and parcel thereof, And all Rents, Services, and Profits thereunto incident and belonging, And also all and every the Estate and Estates, Right, Title, Interest, Claim, and Demand whatsoever, of them the said *L. C.* and *R.* his Wife and every or any of them of, in, and to all and singular the said Messuages, Lands, and Premises, and every part and parcel thereof, And all Deeds, Writings, Evidences, Escripts and Miniments whatsoever, touching or concerning the Premises only, or any part or parcel thereof, *To have and to hold* the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever hereby granted, or mentioned to be granted, with their and every of their Appurtenances, unto the said *Sir T. J.* his Heirs and Assigns for ever, To the only proper use and behoof of the said *Sir T. J.* his Heirs and Assigns, for ever, and to or for no other use, intent, or purpose.

Warranty against the first and his Wife and the Heirs of either of them.
All three Co-venant severally not jointly for them and their Wives.

And the said *L. C.* doth grant for him and his Heirs, That he and his Heirs, the said Messuages, Lands, Tenements, Hereditaments, and all and singular the Premises hereby granted, or mentioned to be granted, with their, and every of their Appurtenances, unto the said *Sir T. J.* his Heirs and Assigns, against the said *L. C.* and *R.* his Wife, and either of them, their, and either of their Heirs and Assigns, shall and will warrant, and for ever defend by these Presents, And the said *L. C.* for himself, and the said *R.* his Wife, and for his Heirs, Ex-

ecutors

ecutors, and Administrators, and the said *R. F.* for himself and the said *A.* his Wife, and for his Heirs, Executors, and Administrators, and the said *S. C.* for himself, and the said *R.* his Wife, and for his Heirs, Executors, and Administrators, all of them severally, and not jointly, nor one for another, or for the Acts of the other, or of the Heirs, Executors, or Administrators, of the other, do Covenant, Promise and grant, to and with the said Sir *T. J.* his Heirs and Assigns, by these Presents, in manner and form following, That is to say, That for, ^{Lawfully seized.} and notwithstanding any Act or thing by them the said *L. C.* and *R.* his Wife, *R. F.* and *A.* his Wife and *S. C.* and *R.* his Wife respectively or by *T. S.* deceased, late Brother of *L. C.* whose Heir she is, the said *A. R.* the Wife of the said *C.* at any time heretofore done, or suffered to the contrary, except as is herein after excepted, They the said *L. C.* and *R.* his Wife, *R. F.* and *A.* his Wife, and *S. C.* and *R.* his Wife, or some, or one of them, at and immediately before the sealing and delivery hereof, are, or is lawfully, rightfully and absolutely seized of all the said Messuages, Lands, and Premises hereby granted, or mentioned to be granted, and of every part and parcel thereof, with the Appurtenances of a good, pure, absolute, and indefeasible Estate of Inheritance in Fee-simple, without any manner of Condition, Contingent, proviso, or Limitation of the Use or Uses, or other restraint, matter, or thing to determine, alter, or change the same; And shall continue so seized thereof, and of every part and parcel thereof, until a good, perfect, and absolute Estate in Fee simple shall be thereof vested in the said Sir *T. J.* and his Heirs, according to the intent and true meaning of these Presents.

And that the said *C. L.* and *R.* his Wife *R. F.* and *A.* his Wife, and *S. C.* and *R.* his Wife, or some, or one of them, (for, and notwithstanding any Act or thing heretofore done, or suffered as aforesaid,) except as is herein after excepted, now have, or hath good right, lawful and absolute power and authority in themselves, or in some, or one of them, to bargain, sell, grant, alien, and convey all and singular the said Messuages, Lands and Premises hereby granted, or mentioned to be granted as aforesaid, and every part and parcel thereof, with the appurtenances, unto the said Sir *T. J.* his Heirs and Assigns, in manner and form aforesaid. ^{Power to convey.}

And that the said Sir *T. J.* his Heirs and Assigns, and every of them, shall or lawfully may from time to time, and at all times hereafter for ever, freely, quietly, and peaceably, have, hold, and enjoy all and singular the said Messuages, Lands, and Premises hereby granted, or mentioned to be granted, and every part and parcel thereof, with the appurtenances, And receive and take the Rents and Profits thereof, and of every part and parcel thereof, without any manner of let, suit, trouble, vexation, eviction, disturbance, or other hindrance or molestation whatsoever, of the said *L. C.* and *R.* his Wife, *R. F.* and *A.* his Wife, and *S. C.* and *R.* his Wife respectively, or their respective Heirs or Assigns, or of any other person or persons whatsoever, any thing having, or lawfully claiming, in the said Premises, or any part or parcel thereof, by, from, or under them, or any of them respectively, by, from, or under the said *T. S.* And that free and clear, and freely, clearly, and absolutely, acquitted, freed, ^{Quiet enjoyment.} and discharged of, and from all, and all manner of former, and other ^{Discharged from all Incumbrances.} ther

Except Leases.

other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joyntures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Post-fines, Amerciaments, Judgments, Executions, Recognizances, Statutes Merchant, and of the Staple, and all Debts of Record, Extents, Liberates, Seizures, Sequestrations, Decrees, Charges, Troubles, Forfeitures, and Incumbrances whatsoever, had, made, committed, done, knowledged, or suffered, or caused to be had, made, committed, done, knowledged, or suffered, by the said *L.C.* and *R.* his Wife *R.F.* and *A.* his Wife, and *S.C.* and *R.* his Wife, or any of them, or by the said *T.S.* deceased, or by any other person or persons whatsoever, by or with their, or any of their means, consent, Act, privity, knowledge, or procurement One Lease of the Premises by Indenture bearing date, &c. made by the said *T.S.* unto the said *L.S.* from and after the end and expiration of a former Lease in the said Indenture mentioned being the Feast day of, &c. unto the full end and Term of Twenty and one years from thence next ensuing, under the yearly Rent of seventeen pounds only excepted and foreprized.

Covenant for further assurance.

And the said *L.C.* for himself and the said *R.* his Wife, and for his Heirs, Executors, and Administrators, and the said *R.F.* for himself, and the said *A.* his Wife, and for his Heirs, Executors and Administrators, and the said *S.C.* for himself, and the said *R.* his Wife, and for his Heirs, Executors, and Administrators, all of them severally, and not joyntly, nor one for another, or for the Acts of the other, or of the Heirs, Executors, or Administrators of the other, do further Covenant, promise, and grant, to and with the said Sir *T.J.* his Heirs and Assigns, by these Presents, That the said *L.C.* and *R.* his Wife, *R.F.* and *A.* his Wife, and *S.C.* and *R.* his Wife, and every of them their, and every of their Heirs and Assigns, and all and every other person and persons whatsoever, having, or lawfully claiming, or which shall, or may, at any time or times hereafter, have, or lawfully claim, any Estate, Right, Title, or Interest, of, in, or to the Premises hereby granted, or mentioned to be granted, or of, in, or to any part or parcel thereof by from or under them or any of them respectively, or by, from, or under the said *T.S.* other than the said *L.S.* and his Assigns, for, and in respect only of the said Lease herein before excepted, shall and will, from time to time, and at all and every time and times hereafter, within the space of Seven years next ensuing the date of this present Indenture, At, and upon the reasonable request and proper Costs and Charges in the Law of the said Sir *T.J.* his Heirs and Assigns, or some of them, do, make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged, and suffered, All and every such further, and other lawful and reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further, better and more perfect assurance, surety, suremaking, conveying, settling, establishing, or confirmation of the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be granted, with their, and every of their Appurtenances, unto the said Sir *T.J.* his Heirs and Assigns, Be it by Fine or Fines, Feoffment, or Feoffments, Deed or Deeds, indented or Poll, Enrolled or not enrolled, Common Recovery or Re-

Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said ways and means, or by any other ways or means in the Law whatsoever, As by the said Sir T. J. his Heirs or Assigns, or by his, or their Council learned in the Law, shall be reasonably devised, or advised and required, So as the said further Assurances so to be made, or any of them, do not nor shall contain any further, or other Warranty or Covenants for enjoying than only against the Parties thereunto respectively, and their respective Heirs, and touching and concerning Acts and Deeds done, or suffered by them, or any of them, And so as for the making, knowledging, and Executing of such further Conveyances and Assurances or any of them, the persons that shall be required to make, or execute the same, be not compelled nor compellable to travel, for the doing thereof, above the space of Twenty Miles from the place of his, her, or their Habitation or Abode, at the time of such request to be made as aforesaid.

So as no further Warranty, &c.

And so as not to travel above 20 Miles.

And it is hereby Covenanted, granted, concluded, and agreed, by and between all and every the said Parties to these Presents, for them, and their Heirs, And they do hereby publish and declare, That all and singular Fine and Fines, Recovery and Recoveries, and other Assurances and Conveyances, whatsoever of the said Premises hereby granted, or mentioned to be granted, and every or any part or parcel thereof, at any time after the day of the Date hereof, to be had, made, levied, executed, or acknowledged, between the said Parties to these Presents or any of them, or whereunto they or any of them, shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed, and taken to be and enure, To the only proper use and behoof of the said Sir T. J. his Heirs and Assigns for ever, and to none other use, intent, or purpose whatsoever.

And for the better execution of these Presents, the said L. C. and R. his Wife, R. F. and A. his Wife, and S. C. and R. his Wife, have constituted, appointed, and in their places and steads put, And by these Presents do constitute, appoint, and in their places and steads put, R. and E. W. and either of them, joyntly and severally, their true and lawful Attorney and Attorneys, for them, and in their names places and steads, to enter into the said Messuages, and other the Premises, or into any part or parcel thereof, in the name of the whole, and possession and seizin thereof, and of every part, and parcel thereof, or of any part or parcel thereof in the name of the whole, for and in the names of the said L. C. and C. R. his Wife R. F. and A. his Wife, and S. C. and R. his Wife, to have and take, And after such Entry had and made, and possession and seizin so had and taken, as aforesaid, to deliver possession and seizin thereof, and of every part and parcel thereof, or of any part or parcel thereof, in the name of the whole, unto the said Sir T. J. or to his certain Attorney or Attorneys, in that behalf lawfully authorized to take and receive the same, To be had, and held, according to the Tenor, Form and Effect of these Presents And whatsoever the said

Letter of Attorney to give Livery.

or either of them shall do, in pursuance hereof, they the said L. C. and R. his Wife, R. F. and A. his Wife, and S. C. and R. his Wife, do, and shall hereby confirm and allow, as fully as if they themselves were present, and did the same in their own Persons. In witness, &c.

A Deed to lead the use of a Fine to be levied.

Premises.

This Indenture made, &c. Between *H.G.* of, &c. and *M.G.* of, &c. of the one part, And *T.R.* of the other, part, Witneseth, That for divers good Causes and Considerations the said Parties thereunto moving, It is hereby concluded and agreed on by and between all and every the said Parties to these Presents, for them, and their Heirs, And the said *H.G.* and *M.G.* for themselves, and their Heirs, do covenant and grant to and with the said *T.R.* his Heirs, Executors, and Administrators, by these Presents, That they the said *H.G.* and *M.G.* shall and will, at the Costs and Charges of the said *T.R.* his Heirs and Assigns, or some of them, before the End of this present *Michaelmas* Term, acknowledge and levy, in due form of Law according to the Laws and Statutes of *England*, One Fine *Sur Conusans de Droit come ceo*, &c. to be ingrossed, recorded, and sued forth with Proclamations, according to the Statutes in that Case made and provided and the usual course of Fines with Proclamations in such Case used and accustomed, unto the said *T.R.* and his Heirs, Of all that full third part (in three parts to be divided) of one Messuage or Tenement, with the Appurtenances, &c. And of all Barns, Stables, Out-houses, Orchards, Gardens, Backsides, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Ways, Paths, Waters, Lights, Easements, Profits, Commodities, Emoluments, Advantages, and Hereditaments whatsoever, to the said Messuages or Tenements and Cottages belonging or appertaining, Or therewithal usually let, occupied, or enjoyed, And also of all that full third part of all those Lands, Arable, Meadow, and Pasture, which now are, or at any time heretofore, have been usually demised, let, or occupied, to or with the said Messuages, or Tenements and Cottages, as part, parcel or member thereof or thereunto belonging or appertaining, And of all and singular other the Messuages, Tenements, Farms, Cottages, Lands, Meadows, Pastures, and Hereditaments whatsoever of them the said *H.G.* and *M.G.* situate &c. or in any other Town, Parish, or Place whatsoever, in the said County of *K.* which were the Freehold or Inheritance at the Common Law of *E.G.* deceased, elder Brother of the said *H.G.* By the names of, &c. or by such other apt and convenient name and names, numbers of Messuages and Acres, Quantities and Qualities of Lands and other Certainties as shall be fit and requisite in that behalf.

To the use of the Cognizee and his Heirs.

Wh^{ch} Fine and all other Fines after the Date of these Presents levied, or to be levied by the said *H.G.* and *M.G.* or either of them, to the said *T.R.* of the Premises, or any part or parcel thereof, shall be and enure, and shall be adjudged, construed, expounded, deemed, and taken to be and enure, and by these Presents, and by all the said Parties to these Presents declared and agreed to be and enure, and at the time and levying thereof to be and to have been levied, To the use and behoof of the said *T.R.* his Heirs, and Assigns, And to and for none other use, intent, or purpose whatsoever, In witness, &c.

A Lease made by Husband and Wife of a Mannor for Sixty years in trust for the Wife, if Lessors shall both of them so long live.

This Indenture made the first day of June, in the year of our Lord God, &c. Between Sir C. W. of, &c. and A. C. late the Wife of J. C. deceased, and now the Wife of the said Sir C. W. of the one part, And W. E. of, &c. Sir A. St. J. of the other part *Witnesseth*, That the said Sir C. W. and A. C. his Wife, for and in consideration of the Sum of Five shillings of lawful Money of England, to them in hand paid by the said W. E. of, &c. Sir A. St. J. at or before the sealing and delivery hereof, the Receipt whereof they do hereby acknowledge, and in performance of a grant and agreement made before the intermarriage of the said Sir C. W. and the said A. C. and for divers other good causes and reasonable considerations them moving; Have bargained, sold, demised and granted, and by these Presents do bargain, sell, demise and grant unto the said W. E. of, &c. and Sir A. St. J. All that the Mannors of S. with the Rights, Members and Appurtenance thereof in the County of G. And also all that the Mannor of G. with the Rights, Members and Appurtenances thereof, in the County of W. To have and to hold the said Mannors of S. and G. with their respective Rights, Members and Appurtenances, unto the said W. E. of, &c. Sir A. St. J. their Executors, Administrators and Assigns, for and during the full Term of threescore years from henceforth next ensuing, fully to be compleat and ended, if the said Sir C. W. and A. C. shall both of them joyntly so long live, Upon such trust and confidence nevertheless as is herein after mentioned; That is to say, That they the said W. E. of, &c. and Sir A. St. J. their Executors, Administrators and Assigns, shall from time to time, during the said Term, employ and dispose of all the Rents, Issues and profits, of all and singular the Premises hereby demised, to and for the sole, proper, peculiar and separate use benefit and maintenance of the said A. C. alone and not for the use or benefit of the said Sir C. W. nor as he shall direct. But shall from time to time, and at all times during the said Term pay, employ and dispose of all the Moneys, to be had, levied or raised out of the said Premises (other than such Moneys as shall be from time to time expended in managing the Premises, and performing the Trust hereby reposed, which it shall and may be lawful for them from time to time to deduct) into the proper hands of the said A. C. or into the hands of such person or persons as she shall from time to time alone, without the said Sir C. W. by any Writing or Writings, by her signed with her own hand, appoint the same to be paid, and not otherwise.

And that they the said W. E. of, &c. and Sir A. St. J. their Executors, Administrators, and Assigns, or any of them shall not dispose or pay any of the same Moneys, to be had, levied or raised out of the Premises, or any part thereof, unto him the said Sir C. W. or by his appointment, or to or for his use or benefit, or permit him to entermeddle with the said Rents and Profits of the Premises, or Moneys that shall be raised hereby; But that he the said Sir C. W. his

Ro. 118, 125.

Conf.

Habund. For 60 years if the Lessors shall joyntly so long live.

Trust to dispose of the Profits to the sole and separate use of the Wife.

And pay it into her own hands or as she shall appoint.

And not permit the Husband to intermeddle.

Executors and Administrators, shall be wholly excluded there from, and from all the benefit or proceed thereof.

Proviso not to be troubled for any Debt &c. of the Wife, or if he be, the Trustees shall pay him what he is out.

Provided always nevertheless, And it is hereby declared, meant and agreed, by and between the said parties to these Presents, That if the said Sir C. W. shall at any time or times hereafter, be sued, troubled or molested for or in respect of any Debt or Debts, Duty, Sum or Sums of Money, or other thing whatsoever, due or owing, or pretended to be due or owing by the said A. M. to any person or persons whatsoever, before her intermarriage with the said Sir C. W. or since, Or for, or in respect of any Wares, Commodities, Moneys, or other things whatsoever, bought, taken up, borrowed, had or received, or to be hereafter bought, taken up, borrowed, had or received by the said A. M. or for her only use, wearing, employment or occasions; Or for or in respect of any contract, bargain, quarrel, trespass, or other matter or thing whatsoever, had, made, done or committed, or to be hereafter had, made, done or committed by the said A. M. That then, and in any such case, they the said W. E. of, &c. and Sir A. St. J. their Executors, Administrators, and Assigns, shall and may, out of, by and with the Rents, Issue and Profits of the said demised Premises, make full recompense and satisfaction unto the said Sir C. W. his Executors or Administrators, for all Costs, Charges, Payments, Loss, Damage or Trouble whatsoever which he the said Sir C. W. his Executors or Administrators shall any way sustain, pay, expend lose, suffer or be put unto, for or concerning the same, or in respect of any such suit, trouble or molestation, any thing herein contained to the contrary notwithstanding.

Husband Covenants for quiet enjoyment to receive the Rents.

And the said Sir C. W. for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them doth Covenant, Promise and Grant, to and with the said W. E. of, &c. and Sir A. St. J. their Executors, Administrators and Assigns by these Presents, That he the said W. E. of, &c. and Sir A. St. J. their Executors, Administrators and Assigns, shall, or lawfully may, upon and under the Trust aforesaid, from time to time, and at all times hereafter during the said Term, freely, quietly, and peaceably have, hold and enjoy all and singular the Premises hereby demised or mentioned to be demised, with their and every of their Appurtenances, and to receive and take all the Rents, Issues and Profits thereof, without the let, trouble or interruption of him the said Sir C. W. or of any person or persons, claiming from, by or under him; And clear and free and freely, clearly and absolutely acquitted, freed and discharged of and from all and all manner of former and other Bargains, Sales, Leases, Estates, Debts, Duties, Judgments, Statutes, Recognizances, Seisures, Sequestrations, Extents, Charges and Incumbrances whatsoever, had, made, committed or done, or to be had, made, committed or done, by the said Sir C. W. or by any Person or Persons claiming by, from or under him.

Covenants not to intermeddle with the Rents.

And further also That he the said Sir C. W. shall not nor will at all intermeddle with any of the Moneys, Rents, or any other Issues or Profits of the Premises which shall be paid or come to the hands of the said A. M. by reason of these Presents, or the Trust aforesaid; but shall and will permit and suffer her the said A. M. to have and dispose of the same at her own will and pleasure.

And

And further the said Sir C. W. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise and Grant, to and with the said W. E. of, &c. and Sir A. St. J. their Executors, Administrators and Assigns by these Presents; That he the said Sir C. W. shall and will from time to time, and at all times hereafter, At and upon the reasonable request and proper Costs and Charges in the Law of the said W. E. of, &c. and Sir A. St. J. their Executors and Administrators, do, make, execute, acknowledge and suffer, all and every such further and other reasonable Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the further, better and more perfect assuring of the said Mannors and Premises, with their Appurtenances, unto the said W. R. of, &c. and Sir A. St. J. their Executors Administrators, and Assigns, for the Term aforesaid; and upon the Trusts, and to the intents herein before declared, Be it by Fine or Fines, Decree in Chancery, or in any other Court of Equity, or otherwise, As by them the said W. E. of, &c. and Sir A. St. J. their Executors, Administrators or Assigns, shall be reasonably devised, advised or required.

Covenant for further Assurance.

And whereas several provisions have been made by the said J. M. deceased, for and concerning Portions and Sums of Money, for L. E. and A. C. Daughters of the said late J. M. and for their present Maintenance, He the said Sir C. W. for himself, his Heirs, Executors, Administrators and Assigns, doth further Covenant promise and grant to and with the said W. E. of, &c. and Sir A. St. J. their Executors, Administrators and Assigns, by these Presents; That he the said Sir C. W. shall not nor will at all intermeddle with the said Portions or Sums of Money, or the proceed thereof, nor receive any of the Moneys appointed for the said Portions; or for the Maintenance of the said L. E. and A. C. but shall and will permit and suffer the said A. M. and such as she shall appoint, and such other Persons as are empowred or entrusted by the said J. M. wholly to dispose of the same, and of the Lands out of which they are to be raised, without any intermeddling or interruption of or by him the said Sir C. W. In witness, &c.

Covenant not to meddle with the Childrens Portions left by their Father the Womans former Husband.

Indenture of Covenants relating to a Purchase to be made.

The Vendee being kinsman to the Vendor, is desirous the Premises may not be sold to go out of their Name, and being in hopes to raise money to buy it himself, this Deed is made for manifestation of the parties intention in case the Purchase money can be raised.

Covenants by the owner of the Land to convey upon receipt of 5000 l.

Free from Incumbrance.

THIS Indenture made, &c. Between *E. S.* of the one part And *F. E.* of the other part Witnesseth, That whereas the said *E. S.* Right owner and seized of the Mannor or Lordship of *B.* with the Rights, Members and Appurtenances thereof in the County of *O.* formerly the Inheritance of *E. E.* deceased, Father of the said *F. E.* And that absolutely Free and clear of and from all manner of Right, Title, Claim and Interest of the said *F. E.* and his Heirs, or any pretence thereunto, either in Law or Equity, being at this time minded to sell the same, and to depart therewith, whereof the said *F. E.* taking notice, And having an earnest desire, as he pretendeth, that some of his Kindred, Friends or near Acquaintance may have the refusal thereof; And having, as he likewise affirmeth, some hopes speedily to effect the same at the rate of Five Thousand pounds, being the price set and pitched by the said *E. S.* for the purchase thereof. Now to the intent and purpose, That it may appear to such as the said *F. E.* shall notify the same to be a reality and not a fiction of his own, The said *E. S.* At the desire of the said *F. E.* doth for himself his Heirs, Executors and Administrators, Covenant, Promise, Condescend and agree, to and with the said *F. E.* his Heirs, and Assigns, That in case the said *F. E.* or any other person or persons, by him the said *F. E.* nominated and appointed, under his Hand and Seal in writing, for that purpose, shall well truly and punctually pay, or cause to be paid unto the said *E. S.* his Heirs and Assigns, the full Sum of Five Thousand pounds of lawful Money of *England*, at the day, times and place after mentioned. That is to say, The full Sum of one Hundred pounds of lawful Money of *England* upon the, &c. day of, &c. next ensuing the date hereof in &c. between the hours of Two and Four of the Clock in the Afternoon of the same day, upon the Condition hereafter expressed and declared; And also the further Sum of Four Thousand nine Hundred Pounds of like Lawful Money of *England* at one whole and intire payment in, &c. as aforesaid, upon the &c. day of, &c. next ensuing the date of these Presents without Fraud, Covin and delay, that then upon the said several payments duely truly and punctually made, as aforesaid, and not before or otherwise, He the said *E. S.* shall and will at the Request, Costs and Charges in the Law of the said *F. E.* or such his Assign or Assigns, Convey the said Mannor and Premises in Fee-simple unto the said *F. E.* or to such person or persons as he the said *F. E.* shall so nominate and appoint, in such sort, manner and form, as by his or their Counsel learned in the Law shall be reasonable devised and advised, Discharged, or otherwise upon reasonably request freed and kept harmless, of, and from all Incumbrances, had, made, committed or done by the said *E. S.* or *G. S.* deceased, Father of the said *Edward*, or either of them, or any person or persons claiming by, from, or under them or either of them, so as such Conveyance or Conveyances do not contain any other or further

further Covenants than what are expressed in these Presents, or any other Warranty than against the said *E.* and *G.S.* and their Heirs; And so as he the said *E.S.* and his Heirs, be not compelled to travel further than the Cities of *London* and *Westminster* for the doing or making thereof.

And also that he the said *E.S.* shall and will after the full just and punctual payments of the said several Sums, as aforesaid, deliver, or cause to be delivered to the said *F.E.* or such his Assign or Assigns, all such Deeds, Evidences and Writings, Transcripts, Statutes, Obligations and other Specialties whatsoever, touching or concerning the said Mannors and Premises, or any of the Lands of the said *F.E.* or chargeable against the said *F.E.* as are in his the said *E.S.* his custody and keeping; And also consent to the delivery of what are in the Custody and keeping of any other person or persons, in trust for him the said *E.S.* and *G.S.* and by the delivery and appointment of them or either of them.

Covenant to deliver writings.

And for a Further motive and inducement to the said *F.E.* for his doing his best endeavour to effect the same, The said *E.S.* doth further condescend and agree, That the said *F.E.* or such his Assign or Assigns, shall and may from henceforth until the said, &c. day of, &c. next ensuing the date hereof, being the day appointed for payment of the said One hundred pounds, as aforesaid, Have, hold, and enjoy the Premises; And upon the due and punctual payment of the said One hundred pounds on the day, time and place as aforesaid, (not else or otherwise) shall and may Have, hold, and enjoy the Premises, until the said, &c. day of, &c. next Ensuing the date hereof, being the day appointed for the payment of the said Four Thousand nine Hundred pounds; And to take the Rents, Issues and profits thereof, during such time to his or their own use and benefit, without rendering any account for the same.

That the intended Purchaser shall enjoy the Premises till such a day, on which if he pays 100 l. he shall then enjoy further, till a further day appointed for payment of the rest.

Provided always, and upon Condition, that during such time as the said *F.E.* or such his Assign or Assigns shall enjoy the said Premises as aforesaid, by virtue of these Premises, he the said *F.E.* or such his Assign or Assigns, do not commit willingly, permit or suffer any Waste, Strip or Destruction in or upon the said Mannors and Premises, or any part or parcel thereof, Provided also and upon Condition that upon default of any of the payments aforesaid, on the day, time and place aforesaid, or any part thereof, in manner and form, as aforesaid, unto the said *E.S.* his Heirs or Assigns, whether of them shall first happen, either on the said &c. day of, &c. or on the, &c. day of &c. if he the said *F.E.* or such his Assign or Assigns shall not immediately, from and after such default deliver and yield up the peaceable and quiet possession of the said Mannors and Premises, and every part or parcel thereof unto the said *E.S.* his Heirs or Assigns, without any manner of molestation, disturbance, fraud, covin, deceit or delay, That then this present Indenture and all herein contained shall be utterly void and of none effect.

Proviso not to commit waste, in the mean time.

Proviso if default made in payment and the intended Purchaser shall not immediately quit the possession these presents shall be void.

Provided always, And upon Condition, That if the said *F.E.* or such his Assign or Assigns, shall not duly and punctually observe, perform, fulfill and keep all and every of the Payments, Conditions, Clauses and Agreements herein contained, according to the true intent and meaning of these Presents, that then this present Indenture,

To be void if Conditions and agreements not performed.

ture,

ture and all therein contained shall utterly be void and of none effect, And that then and from thenceforth it shall and may be lawful to and for the said *E. S.* his Heirs or Assigns to enter in and upon the said Mannors and Premises, and the said *F. E.* and such his Assign or Assigns, and all other person and persons whatsoever, by all lawful ways and means to remove expel and put out, any thing herein contained to the contrary thereof in any wise notwithstanding.

The 100*l.* is in Lieu of the Profits, therefore if that not paid these presents to be void.

If the Purchaser performs, or in case he makes default if then he delivers up possession free from Wastes.

Covenant to the Vendor to procure a Recognizance to be vacated.

And it is expressed and mutually declared by these Presents, That the said One hundred pounds to be paid on the said, &c. day of, &c. next ensuing the date of these Presents, shall be paid upon this Condition, That upon default of the due and punctual payment of the said Four Thousand nine hundred pounds, on the day, time and place as, aforesaid, that then the said *E. S.* his Heirs and Assigns is, and are to have, and keep the said One Hundred pounds in lieu and full satisfaction of all the Rents, Issues and Profits of the said Mannors and Premises from the, &c. day of, &c. last past before the date hereof, unto the said, &c. day of, &c. next ensuing the Date hereof; And upon refusal of such payment of the said One Hundred pounds, upon the Condition aforesaid, that then, and from thenceforth, this Indenture, and all therein contained, shall be utterly void and of none effect. And Lastly it is hereby further declared, And it is the true intent and meaning of all the said parties to these Presents, That if the said *F. E.* or such his Assign or Assigns, shall observe, perform, fulfil and keep all and every the Conditions, Payments, Clauses and Agreements herein contained, which on his and their parties are to be observed, performed, fulfilled and kept, or immediately upon any default thereof shall yield and deliver up quiet and peaceable possession of the said Mannors of *B.* and Premises as aforesaid, And also this Deed of Indenture to the said *E. S.* his Heirs or Assigns kept from all spoil, waste and destruction, in manner and form, as aforesaid, according to the true intent and meaning of these Presents, That then, and not before, or otherwise he the said *E. S.* his Heirs or Assigns, shall and will at the Cost and Charges of the said *F. E.* his Heirs, Executors, Administrators or Assigns, procure one Recognizance in the nature of a Statute Staple bearing date, &c. whereby the said *F. E.* standeth bound unto the said *G. S.* in Five Hundred pounds of lawful Money of *England*, payable as by the same Recognizance or Statute Staple more plainly may appear, to be vacated and made void, or the same to remain in full force and virtue, to all intents and purposes, according to the first defeazance thereof; Any thing contained to the contrary hereof of in any wise notwithstanding. In witness, &c.

A Settlement by Lease and Release of Lands upon the Wife upon Marriage, declaring several Uses, after Marriage.

THIS Indenture made, &c. Between J. B. of A. of the one part, And Sir H. B. of T. and D. H. his Wife, Sir P. M. of, &c. and R. D. of, &c. of the other part, *Whereas* the said J. B. by his Indenture of Bargain and Sale, bearing Date the day next before the day of the Date hereof, made or mentioned to be made, between him the said J. B. of the one part, and the said Sir P. M. and R. D. of the other part, *Hath* for the Consideration of Five shillings therein mentioned, bargained and sold unto the said Sir P. M. and R. D. All those several Lands, Meadow, and Pasture Grounds herein after mentioned, That is to say, One Close called, &c. and also all Ways, Paths, Easements, Common of Pasture, Profits, Commodities and Appurtenances whatsoever to the said several Lands, Meadow and Pasture Grounds, or any of them belonging, or in any wise appertaining; And also all that the Capital Messuage, or Mannor House in A. aforesaid, with the Buildings, Gardens, and other the Appurtenances thereunto belonging. And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, And all Rents and Reservations reserved or payable by or upon any Demise, Lease, or Grant, Demises, Leases, or Grants, made or granted, or mentioned to be made or granted, of the said Lands, Meadow and Pasture Grounds, thereby bargained and sold, or mentioned to be bargained and sold, or of any of them, *To have and to hold* the said Messuage, Lands, Meadow and Pasture Grounds, and all and singular other the Premises, with their, and every of their Appurtenances, unto the said Sir P. M. and R. D. their Executors, Administrators, and Assigns, from the day next before the day of the Date of the said Indenture, for and during the Term of One whole year from thence next ensuing, fully to be compleat and ended, As by the said Indenture of Bargain and Sale appeareth; Which said Indenture of Bargain and Sale was made, and lawfully executed before the Sealing and Delivery hereof of purpose and to the intent that thereby, and by force of the Statute made for transferring Uses into possession, the said Sir P. M. and R. D. being lawfully possessed of and in the Premises for the Term aforesaid, might be the more capable of taking a Grant and Release thereof by these Presents, to them and their Heirs, to the Uses herein after mentioned.

Note Husband and Wife named parties together with the Grantees but are not grantees Recital of the Lease for 1 year.

Habend.

Now this Indenture witnesseth. That in Consideration of a Marriage lately had and solemnized between the said J. B. and J. M. eldest Daughter, and one of the Co-heirs of Sir W. M. and of the Marriage Portion of the said J. by him received, And in pursuance of the Covenants of the said J. B. specified and contained in one Indenture bearing Date &c. now last past before the Date hereof, made or mentioned to be made between the said J. B. of the one part, and the said Sir H. B. and D. H. his Wife, Sir P. M. and R. D. of the other part, And for divers other good Causes and Considerations him the said

Conf.

S s

J. B.

Release.

J. B. thereunto moving, He the said *J. B.* Hath granted, released, and confirmed, And by these Presents doth grant, release, and confirm unto the said Sir *P. M.* and *R. D.* their Heirs and Assigns, All and singular the said Messuages, Lands, Meadow and Pasture Grounds herein before mentioned to have been bargained and sold by the said Indenture herein before first recited, with all and singular their, and every of their Appurtenances; And also the Reversion and Reversions, Remainder and Remainders, of all and singular the Premises, And all the Estate, Right, Title, and Interest of him the said *J. B.* of, in, and to the Premises, and every part and parcel thereof, *To have and to hold* the said Messuages, Lands, Meadow, and Pasture Grounds, and all and singular other the Premises, with the Appurtenances, unto the said Sir *P. M.* and *R. D.* their Heirs and Assigns, To the Uses herein after mentioned, expressed, and declared concerning the same Premises severally and respectively, and to no other use, intent, or purpose whatsoever; That is to say, To the use and behoof the said *J. B.* for and during all the term of his natural life, without impeachment of or for any manner of Waste, other than in the hands herein after mentioned to be the Joynture of the said *J.*

Habend.

Uses to Husband for life without impeachment of Waste other than in the Joynture Lands.

Then part for Joynture in corroboration of her Joynture and Estate therein by the former Deed of Joynture paying 40 s. for every one she shall plow up.

Then to the Trustees during the life of Husband to preserve contingent uses.

All the Premises as well the Joynture Lands after decease of Husband and Wife as all the rest after decease of Husband to the first son, &c.

And from and after the Determination of that Estate, Then as for and concerning all those several Lands, Meadow and Pasture Grounds herein after particularly expressed, To the use and behoof of the said *J.* now Wife of the said *J. B.* for and during all the term of her natural life for her Joynture, and in lieu and recompence of her Dower, in all or any the Lands, Tenements, or Hereditaments of the said *J. B.* in corroboration of the Joynture and Estate therein limited to her by the said Indenture bearing Date the day of *F.* now last past, before the Date hereof, Yielding and paying yearly, for every Acre of the said Land, Meadow and Pasture Ground which she shall Plow, Till, or Break up, or cause to be plowed, tilled, or broken up after the death of the said *J. B.* from and after the time the same shall be so first plowed, tilled, or broken up during the life of her the said *J.* the yearly Rent or Sum of Forty shillings, at two usual Feasts or Days of payment (that is to say) the Feast of, &c. by even and equal Portions; And from and after the determination of the several Estates herein before limited as aforesaid, and as they shall respectively determine, To the use and behoof of the said Sir *P. M.* and *R. D.* their Heirs and Assigns, for and during the natural life of the said *J. B.* Upon trust only for preserving the contingent Uses and Estates thereof herein after limited, and to make Entries for the same, if it shall be needful; But that the said Sir *P. M.* and *R. D.* their Heirs or Assigns, shall not convert the Rents, Issues, or Profits thereof, or any part thereof to their own use.

And as well for and concerning the said Capital Messuage and Premises herein before limited for the Joynture of the said *J.* as aforesaid, from and after the Decease of the Survivor of them the said *J. B.* and *J.* his Wife; As also for and concerning the said Capital Messuage, and all and singular other the Lands, Meadows, Pasture Grounds, and Premises whatsoever hereby granted and released, or mentioned to be granted or released, with their and every of their Appurtenances, from and immediately after the Decease of the said *J. B.* To the use and behoof of the first Son of the said *J. B.* on the Body of the said *J.* be-

begotten, or to be begotten, and the Heirs Males of the Body of such first Son lawfully to be begotten, And for default of such Issue, To the use and behoof of the second Son of the said *J. B.* on the Body of the said *J.* begotten, or to be begotten, and the Heirs Males of the Body of such second Son lawfully to be begotten, And for default of such Issue, to the use and behoof of the third Son of the said *J. B.* on the Body of the said *J.* to be begotten, and the Heirs Males of the Body of such third Son lawfully to be begotten, And for default of such Issue, To the use and behoof of the fourth Son of the said *J. B.* on the Body of the said *J.* to be begotten, and the Heirs Males of the Body of such fourth Son lawfully to be begotten. And for default of such Issue, To the use and behoof of the fifth sixth, seventh, eighth, ninth, tenth, and all other the Sons of the said *J. B.* on the Body of the said *J.* to be begotten, severally and successively one after another, in order and course as they shall be in order and seniority of Age and Priority of Birth, and the several Heirs Males of their several and respective Bodies lawful to be begotten, the elder of the said Sons, and the Heirs Males of his Body being always preferred before the younger of the said Sons, and the Heirs Males of their Bodies : And for default of such Issue Then in case the said *J.* shall happen to be enseint with Child by the said *J. B.* at the time of his Death, To the use and behoof of the said *J. Sir P. M.* and *R. D.* and their Heirs, until the said *J.* shall be of such Child delivered, or dye, which shall first happen, in trust for the benefit of such Child; And if such after born Child shall happen to be a Son, To the use and behoof of such after born Son, and the Heirs Males of his Body lawfully to be begotten, And for default of such Issue, and after the determination of the said Estates herein before limited in use, and as they shall respectively determine, To the use and behoof of the said *Sir P. M.* and *R. D.* their Executors, Administrators and Assigns, for and during the term of Five hundred years from thenceforth next ensuing, fully to be compleat and ended, without impeachment of Waste.

Second Son.

Third Son.

Fourth Son.

Fifth, sixth, seventh, eighth, ninth, tenth, and all the Sons.

Is with Child at the death of the Husband to the use of Trustees for the Child.

Then to Trustees for 500 years.

Nevertheless upon such Trusts and Confidences as are herein after mentioned and declared concerning the same Term of years and Estate, And from and after the end, surrender, or other determination of the said Term of Five hundred years, Then to the use and behoof of the said *J. B.* his Heirs and Assigns for ever,

Then to Husband in Fee.

And it is hereby declared, meant, and agreed by and between all and every the said Parties to these Presents, and the true intent and meaning of them, and every of them, and of these Presents is, That the said Term and Estate so as aforesaid limited unto the said *Sir P. M.* and *R. D.* their Executors, Administrators, and Assigns for the said Term of Five hundred years, is upon this special Trust and Confidence, and to the intent and purpose, that in case the said *J. B.* Wife of the said *J. B.* shall happen to dye during the life time of the said *J. B.* without any Issue Male on her Body begotten by the said *J. B.* and leaving one or more Daughter or Daughters, And that the said *J. B.* shall be married again to any other woman, That then they the said *Sir P. M.* and *R. D.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall by Sale or Demise of all or any of the said Lands and Premises, for all or any part of the said Term of Five hundred years, or otherwise, as to them in their

To raise Portions for Daughters if no Son.

And the Father marries again.

discretions seem meet, levy and raise the Sum of Four Thousand Pounds for the Portion or Portions of such Daughter or Daughters, To be paid in such sort, manner and form as is herein after mentioned, That is to say, In case there shall be one such Daughter and no more, Then the said Sum of Four Thousand Pounds shall be levied and raised for the Portion of such one Daughter, And if there shall be two or more such Daughters, Then the said Sum of Four Thousand Pounds shall be levied and raised for the Portions of such two or more Daughters, to be equally divided amongst all such Daughters; Which said Portion or Portions, shall be paid unto such said Daughter or Daughters, who shall be under the Age of Eighteen years at the time of such Marriage again of the said *J. B.* at her or their respective Age or Ages of Eighteen Years; But if she or they, or any of them, shall have attained the said Age of Eighteen Years, before such Marriage again of the said *J. B.* Then the Portion or Portions of such said Daughter or Daughters, which shall have attained her or their said Age of Eighteen Years before such Marriage again of the said *J. B.* shall be paid unto her or them respectively within one year after such Marriage again of the said *J. B.*

To be paid at 18 if under that age at the time of the Fathers marriage again.

Or to be paid a year after such Marriage again if 18 before.

After the Portions raised or paid by him that is next in Remainder.

Or if the Father shall not be Married again.

Or if no Daughters at time of such Marriage again.

Neither of these cases Trustees shall surrender the Term.

Covenant made to Husband and Wife.

Covenant seized of a clear Estate notwithstanding any act by grantor or his Father except, &c.

And upon this further Trust and Confidence also, That after the said Sum of Four Thousand Pounds shall be levied and raised for the Portion or Portions of such said Daughter or Daughters, together with all Charges in or about the levying or raising thereof, Or that the said *J. B.* or any Person or Persons to whom any Estate is herein before limited in remainder after the determination of the said Term of Five hundred years shall pay the same at or within the respective time and times limited for payment thereof, That then at any time after, as also in case the said *J. B.* shall not be Married again to any other Woman, or that there shall be no such Daughter or Daughters at the time of such Marriage again of the said *J. B.* They the said Sir *P. M.* and *R. D.* their Executors, Administrators, and Assigns, shall and will at the reasonable Request and proper Costs and Charges, either of the said *J. B.* or of such person or persons to whom the next and immediate Estate, for the time being, of and in the Premises expectant, upon the determination of the said Term of Five hundred years, shall by the true intent and meaning of these Presents, belong or appertain, Surrender and yield up the said Estate and Term of Years unto such person or persons so requiring the same.

And the said *J. B.* for himself, his Heirs, Executors, and Administrators, doth Covenant, promise and grant, to and with the said Sir *H. B.* and *D. H.* his Wife, their Executors and Administrators by these Present in manner and form following, That is to say, That he the said *J. B.* notwithstanding any Act or thing by him, or by *R. B.* his late Father deceased, done to the contrary, except as is herein after excepted, at and immediately before the Sealing and Delivery of this Present Indenture, is solely, lawfully, rightfully, and absolutely seized of, and in all and singular the said Messuages, Lands, Meadow and Pasture grounds, and Premises hereby granted and released or mentioned to be granted and released, with the Appurtenances, of a good, pure, absolute, and indefeizable Estate of Inheritance in Fee-simple, And hath full power and Authority in himself, to grant, release and convey the same, and every part thereof, unto the said

Sir

Sir *P. M.* and *R. D.* their Heirs and Assigns, to the uses herein before mentioned, and in manner and form aforesaid, And that the same, for and notwithstanding any such Act or thing as aforesaid now are free and clear, of, and from all and all manner of former Estates, Charges and Incumbrances whatsoever, One Estate heretofore made and granted unto Sir *J. G. W. P. T. S. W. B.* their Executors and Administrators, for and during the Term of Fourteen years from the time of the decease of *R. B.* deceased, late Father of the said *J. B.* in and by one Indenture bearing date, &c. made, or mentioned to be made, between the said *R. B.* of the one part, and the said Sir *J. G.* &c. of the other part; Of which said Term of Fourteen years there is now about eight years yet to come and unexpired, And such Estate as the said *J. B.* hath made and granted of part of the Premises by the said recited Indenture bearing date the said Twelfth Day of *February* now last past, before the date hereof, and such Estate as the said *A. B.* Mother of the said Sir *J. B.* hath for her Joynture in some part of the Premises not herein before limited for the Joynture of the said *J. B.* (only excepted and foreprized.)

Except a Lease of 14 years after the decease of the Father.

And except the Joynture of the Mother.

And that the said Lands, Meadow and Pasture Grounds, and Premises hereby granted and released, or mentioned to be granted and released, are of the clear yearly value of Five hundred pounds by the year over and above all Reprizes, publick Taxes excepted.

If such value above reprizes except Taxes.

And the said *J. B.* for himself, his Heirs, Executors and Administrators, doth further Covenant, promise and grant to and with the said Sir *H. B.* and *D. H.* his Wife, and either of them, their and either of their Executors and Administrators, by these Presents, That he the said *J. B.* and all and every other person and persons whatsoever, any Estate having or lawfully claiming, of, in, or to the Premises, or any part or parcel thereof, from, by, or under him, shall and will from time to time, and at all times hereafter, at and upon the reasonable request of the said Sir *H. B.* and *D. H.* his Wife, or either of them, or of the Executors or Administrators of the Survivor of them, do, make, levy, execute, acknowledge, and suffer, and cause to be done, made, levied, executed, acknowledged, and suffered, All and every such further, and other reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further, better and more perfect assuring, settling and confirming of all and singular the Premises herein before mentioned, or any part thereof, to the uses, intents, and purposes herein before expressed, concerning the same respectively, Be it by Fine or Fines, Feoffment or Feoffments, Common Recovery or Common Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, or otherwise howsoever, As by the said Sir *H. B.* and *D. H.* his Wife, or either of them, or the Executors or Administrators of the Survivor of them, or by their, or any of their Counsel learned in the Law, shall be reasonably devised, or advised and required.

Covenant for further Assurance.

Provided always nevertheless, And it is Covenanted, concluded, condescended, and agreed unto by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said *J. B.* from time to time and at any time or times during his life, having more Sons than one by him begotten upon the Body of the said *J.* then living

If many Sons,
power to alter
and transpose
the use from
one Son to a-
nother, but no
use to be limit-
ed to any other
person but
Sons.

living, and not in any other case, by any Deed or Deeds, Writing or Writings, to be subscribed and sealed by him, in the presence of two or more credible Witnesses, to revoke, make void, transpose, or alter all and every, or any the Uses and Estates herein before mentioned, limited, or appointed to the Sons of the said *J. B.* on the Body of the said *J.* begotten, or to be begotten, and the Heirs Males of their Bodies, So as by the same Writing or Writings, new Use or Uses in stead thereof be declared, limited, or appointed, of the said Premises, to some or one of the Sons of the said *J. B.* begotten on the Body of the said *J.* and the Heirs Males of his or their Body or Bodies, to take place and interpose where the said Uses hereof be revoked, made void, transposed, or altered, should have taken place, in Case no such Deed or Writings had been made, and that no Use or Uses be thereby limited to any other person or persons whatsoever, other than to some or one of the Sons of the said *J. B.* begotten upon the Body of the said *J.* as aforesaid. And that immediately from and after such revocation, making void, transposition, or alteration, declaration, limitation, or appointment of other, or new Use or Uses as aforesaid, the said Sir *P. M.* and *R. D.* and their Heirs, shall stand, and be seized of all and singular the said Premises, with the Appurtenances, whereof such revocation, making void, transposition, or alienation, shall be so made from and immediately after the respective determinations of the other Estates of the same Premises, herein before limited in Use preceeds the Estate hereof, limited to the said *J. B.* and not intended, nor mentioned to be revocable to such Use or Uses, and in such manner, as in and by the said Writing or Writings, declaring, limiting, or appointing such new, or other Uses in manner as aforesaid, shall be declared, limited, or appointed. In witness, &c.

A Lease of Fourscore years, with special Covenants to pay all Taxes, and dig up Ground to make Bricks, &c.

See the like
fo. 271.

Demise.

THIS Indenture made, &c. Between Sir *H. B.* of, &c. on the one part, And *C. A.* &c. on the other part, *Witnesseth*, That the said Sir *H. B.* for and in Consideration of the yearly Rent herein reserved, and also of the Covenants, Articles, and Agreements by and between the said Sir *H. B.* and the said *C. A.* Parties to these Presents, made, concluded, and agreed upon hereafter mentioned, and on the part and behalf of the said *C. A.* his Executors and Assigns, to be paid, performed, fulfilled, and kept, And for divers other good Causes and Considerations him the said Sir *H. B.* thereunto especially moving, *Hath* demised, granted, set and to Farm-let, And by these Presents doth demise, grant, set, and to Farm-let unto the said *C. A.* his Executors, Administrators, and Assigns, All that his Messuage or Tenement,

ment, together with all Buildings, Gardens, and Appurtenances whatsoever to the same Messuage or Tenement belonging, and in any wise appertaining; And also all those his, &c. together with all and singular such Woods, Under woods and Timber-Trees, as are now at the time of the making of this present Indenture of Lease, growing, standing, or being upon the Tenements and Premises aforesaid, or upon any part or parcel thereof, And all and singular Pastures, Feedings, Commons, Profits, Commodities, and Appurtenances whatsoever, unto the said Messuage or Tenement, Meadow, Pasture Grounds, and Premises aforesaid, or to any part or parcel thereof, of right in any wise belonging or appertaining, *To have and to hold* the said Messuage or Tenement, Buildings, Gardens, Meadows, Pastures, Pasture Grounds, Woods, Under woods, Timber-Trees, and all and singular other the before demised Premises, and every part and parcel thereof, with their and every of their Appurtenances, unto the said *C. A.* his Executors, Administrators, and Assigns, from the day of now last past, for and during, and unto the full end and Term of Fourscore years from thence next and immediately ensuing, and fully to be compleat and ended; The said *C. A.* his Executors, Administrators, and Assigns, Yielding, and paying therefore yearly and every year, during the said Term of Fourscore years, unto the said Sir *H. B.* his Heirs and Assigns, the yearly Rent or Sum of, &c. at or in, &c. at two of the most usual Feasts or Terms of payment in the Year, that is to say, The Feast-day of the *Annunciation of Mary* the Virgin, And the Feast-day of *St. Michael* the Archangel, by even and equal Portions, without any deduction, defalcation or abatement to be made, for or in respect of any Taxes, Charges, or Assessments whatsoever, for the Army or Navy, or for any other matter or thing whatsoever, ordinary or extraordinary.

Habend. for 30 years.

Reddend.

Without deduction of Taxes, &c.

Provided always, and upon Condition. That if it shall happen that the said yearly Rent of, &c. or any part or parcel thereof, shall be behind and unpaid, by the space of One and twenty days next, over or after either of the said Feasts or Days in which the same ought to be paid, being lawfully demanded, That then and from thenceforth, and at all times thence after, it shall and may be lawful to and for the said Sir *H. B.* his Heirs and Assigns, or any of them, into the said Messuage or Tenement, Buildings, Gardens, Meadow and Pasture Grounds, and all and singular other the demised Premises, and every part and parcel thereof, with their Appurtenances, wholly to re-enter, and the same to have again, repoleys, and enjoy, as in his and their former Estate; And the said *C. A.* his Executors, Administrators, and Assigns, and every of them and all other Tenents and Occupiers of the said demised Premises, or any part or parcel thereof, thereout, and from thence utterly to expel, amove, and put out, This Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding.

Proviso upon payment of Rent to re-enter.

And the said *C. A.* for himself, his Executors, Administrators, and Assigns, doth covenant, promise, and grant, to and with the said Sir *H. B.* his Heirs and Assigns, that he the said *C. A.* his Executors, Administrators, and Assigns, or some of them, shall and will, from time to time, during the said Term, at his and their own Cost and Charges, over and besides payment of the Rent above reserved, bear and

Lessee covenants and pay all and all manner of Taxes and Assessments whatsoever, or to pay all ordinary or extraordinary, and by any Power or Authority whatsoever Taxes, ordinary to be laied, taxed, or imposed, either upon the said Lands and Premises, or any part thereof, or upon the Owners or Occupiers, or or extraordinary- Landlord or Landlords thereof, or of any part thereof, for or in respect any. of the said Lands and Premises, or of the Rent hereby reserved. And

Covenant to pay the Rent without abatement for Taxes &c.

also that the said *C. A.* his Executors, Administrators, and Assigns shall and will well and truly pay, or cause to be paid unto the said Sir *H. B.* his Heirs and Assigns, the said yearly Rent or Sum of. &c. aforesaid on the Feasts or Days of payment aforesaid, or within One and twenty Days next ensuing either of the said Feasts or Days, by even and equal Portions, in manner and form aforesaid, and without any defalcation, deduction or abatement of any thing for Taxes as aforesaid, in respect that a less Rent is hereby reserved in Consideration that the same shall be paid, without Abatement for Taxes, than otherwise was agreed to have been reserved, and the said demised Premises would have been letten for.

Lessor covenants that Lessee may dig up any Earth to make Bricks or Tiles.

And the said Sir *H. R.* for himself, his Heirs and Assigns, and for every of them, doth covenant, promise, and grant, to and with the said *A.* his Executors and Assigns, and to and with every of them by these Presents, that it shall and may be lawful to and for the said *C. A.* his Executors, Administrators, and Assigns, and for every of them, and for his their, or any of their Workmen, Servants, and Labourers from time to time, and at all times during the said Term, at his and their will and pleasure, without the let, molestation, or impeachment of the said Sir *H. B.* his Heirs or Assigns, in any convenient place or places of the said Premises, where it may be least hurtful to the said Sir *H. B.* his Heirs and Assigns, to dig, take, and cast up such and so much Earth and Clay out of the said Meadows, Pastures, Closes, and Premises, as the said *C. A.* his Executors, Administrators, or Assigns, and his or their Workmen, Servants, and Labourers, shall make, use, and convert into Brick or Tyles, the same Brick or Tyles to be used, occupied, and imployed only in and about the making, building and erecting of new Messuages, Houses, or Tenements, in and upon the Premises hereby demised, or for the repairing, amending, or bettering thereof, and not otherwise, The said *C. A.* his Executors, Administrators, or Assigns, or some of them, from time to time also filling up and making level the Holes and Pits to be wrought and made in the said Ground, or any part thereof, by reason of the digging, taking, and casting up Earth and Clay as aforesaid.

To fill up and make level the Ground dug up.

May plant an Orchard with Fruit Trees.

And That it shall and may be lawful, to and for the said *C. A.* his Executors and Assigns, to plant, and make, in or upon any convenient place, or part of the demised Premises, one or more Orchard or Orchards, with such store of Fruit Trees as the said *C. A.* or his Assigns shall think meet and convenient, And the same Orchard or Orchards, and Fruit Trees, so made and planted, shall and may fence, preserve, and keep from spoil and hurt of Cattle, and from all other harm and destruction.

And the said *C. A.* for himself, his Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and grant, to and with the said Sir *H. B.* his Heirs and Assigns, and to and with every of them, by these Presents, in manner and form following ;
That

That is to say, That from time to time, and at all times hereafter, during the whole Term aforeſaid, all and ſingular ſuch Timber and Trees as are now ſtanding or being upon the ſaid Premiffes, or any part thereof, and as the ſaid *C. A.* his Executors, Adminiſtrators or Affigns, or any of them, ſhall at any time hereafter, during the ſaid Term, fell, ſtub up or cut down, and all and ſingular ſuch Earth and Clay as ſhall be, at any time hereafter, during the ſaid Term digged or caſt up in the ſaid Ground, or any part thereof, for the making of Bricks and Tiles, and all Bricks and Tiles, ſo thereof from time to time to be had or made, and all Grit, Stone, Sand, or other Stuff, ſhall be by him the ſaid *C. A.* his Executors, Adminiſtrators, and Affigns, and every of them, uſed, diſpoſed, and wholly employed, for, in, and about the repairing, amending, or new building of and upon the ſaid Premiffes hereby demifed, or upon ſome parcel thereof, or for the neceſſary repairing, maintaining, amending, or new making, (if need ſhall ſo require) of all, or any of the Banks, Dams, Sewers, Ditches, or other neceſſary Fences, in or about the Premiffes, or ſome part thereof; And that the ſame ſhall not, nor any part thereof, ſhall be uſed, diſpoſed, or employed to any other uſe or purpoſe whatſoever.

*Leſſee Cove-
nants To cut
down no Trees
nor dig any
Earth for mak-
ing of Bricks
or Tiles out
ſhall be im-
ployed upon
the Premiffes.*

And alſo that he the ſaid *C. A.* his Executors, Adminiſtrators, and Affigns, or ſome of them, at his and their own proper Coſts and Charges, ſhall and will well and ſufficiently repair, uphold, ſuſtain, and keep maintain and amend the ſaid Meſſuage or Tenement, and all other the Meſſuages or Tenements, Orchards or Gardens, as ſhall be at any time or times, during the ſaid Term, upon any part of the ſaid Premiffes, made, built, planted, or erected, and all and ſingular other the Premiffes, with the Appurtenances, and every part and parcel thereof, in, by, and with all and all manner of needful and neceſſary reparations whatſoever.

*Covenant to
repair.*

And alſo ſhall and will level, even, fill up all ſuch Holes, Pits, or Sinks as ſhall be at any time made, caſt up, or digged in any part of the Premiffes for Clay, Sand, or other neceſſary Earth, to be uſed as aforeſaid, from time to time, and at all times hereafter, when and as often as need and occaſion ſhall require, during the ſaid Term hereby granted.

*To fill up the
Pits that ſhall
be dug for
Sand or Clay.*

And further alſo, The Hedges, Ditches, Sewers, and Fences whatſoever to the ſaid Meſſuage, Tenements, and Premiffes, belonging or appertaining, ſhall cauſe to be ſcowred, cleaned, made clean, repaired and amended from time to time, as often and when as need ſhall be and require, during the ſaid Term, and the ſame Premiffes, and every part and parcel thereof, well and ſufficiently repaired, ſupported, maintained, ſcowred, cleaned, made clean and amended, together with the Locks, Keys, Bolts, Staples, Latches, Hooks, Hinges, Windows, Doors, Glaſs of the ſame Premiffes, ſo well and ſufficiently made, glazed and amended in the end of the ſaid Term of Fourſcore years, or other ſooner Expiration or Determination of the preſent Leaſe, ſhall peaceably and quietly leave, ſurrender, and yield up unto the ſaid *Sir H. B.* his Heirs and Affigns.

*To ſcowre the
Ditches and
amend the
Hedges.*

And alſo that it ſhall and may be lawful, to and for the ſaid *Sir H. B.* his Heirs and Affigns, or his or their Servant or Servants with Workmen and others, in his or their Company, or without twice in

*To view the
Reparations.*

T t

every

every year during the said Term, or after, at times convenient to come into, and upon the before-demised Premises, and every, or any part thereof, to view, search, and see the Estate and Condition of the Reparations of the same and such other Buildings as shall be thereupon erected.

To leave notice
to repair within
six Months.

And upon every such view and search, to give or leave notice in writing, at the said demised Premises, to or for the said C. A. his Executors, Administrators, and Assigns, of all defaults and lacks of Reparations then and there found, to repair amend within six Months after such view made, and notice given as aforesaid. Within which time and space of six Months he the said C. A. for himself, his Executors, Administrators, and Assigns, and every of them, doth Covenant, promise, and grant, to and with the said Sir H. B. his Heirs and Assigns, well and sufficiently to repair and amend the same, And that he the said C. A. his Executors, Administrators and Assigns, shall and will from time to time, and at all times during the said Term, well and sufficiently make, set up, maintain and keep or cause to be set up and kept, sufficient and convenient Landmarks, Stones, Fences, or Inclosures upon the uttermost parts and places of the said Tenements and Premises hereby granted, for the better keeping and preserving of all and singular the just and true Limits, Bounds, and Boundaries of the same Premises, from and against the Common Highway there, and also from and against all other the Grounds or Inclosures, of all or any other person or persons whatsoever thereupon abutting or lying or in any wise thereunto adjoining.

To set up
Land-Marks
&c.

Covenant for
peaceable en-
joyment.

And the said Sir H. B. doth for himself, his Heirs and Assigns, Covenant, promise, and grant, to and with the said C. A. his Executors, Administrators, and Assigns, and to and with every of them, by these Presents, That he the said C. A. his Executors, Administrators, and Assigns; and every of them, paying the said yearly Rent of, &c. as it is reserved, and as the same ought to be paid, and paying, doing, and performing all the Covenants, Payments, Provisoos, Conditions, and Agreements in these Presents mentioned, which on his and their parts are or ought to be paid, done, performed, and kept, according to the true intent and meaning of these Presents, shall or may lawfully, peaceably, and quietly have, hold, use, occupy, possess, and enjoy the said Tenements and Premises, and every part and parcel thereof, before by these Presents demised, for and during all the said Term of Fourscore years herein before granted, without any lawful let, suit, trouble, denial, eviction, interruption, or disturbance of him the said Sir H. B. his Heirs Executors Administrators, or Assigns, or any of them, or any other person or persons whatsoever, lawfully claiming by, from, or under him, them, or any of them. In witness.

Assignment of Bonds and Letter of Attorney.

This Indenture Between *A. S.* of the one part and *H. C.* of the other part, Whereas Sir *W. B.* of, &c. Did heretofore by Indenture bearing Date the day of, &c. made between him the said Sir *W. B.* of the one part, and the said *A. S.* of the other part, Demise unto the said *A. S.* divers Lands and Hereditaments in *C.* in the County of *S.* for the Term of One thousand years therein mentioned, for securing the true payment of 1500*l.* with Interest for the same at Days long since past, as is therein expressed, with Covenants therein contained, on the part of the said Sir *W. B.* as by the said Indenture may appear. And whereas also, The said Sir *W. B.* by his Writing Obligatory, bearing Date the said day of, &c. did become bounden unto the said *A. S.* in the Sum of 2500*l.* of lawful money of *England*, with Condition thereupon Indorsed for the true performance of the Covenants in the said Indenture contained on the part of the said Sir *W. B.* to be performed, or to that effect, as by the said Obligation and Condition thereof may appear.

Recital of a Mortgage and Bond to perform Covenants thereon.

And whereas all the said money was not paid by the said Sir *W. B.* at the days and times in the said indenture limited and appointed for payments thereof; And whereas also the said Sir *W. B.* and *T. B.* Esq; Son and Heir, by their Obligation or Writing Obligatory, bearing Date the day of, &c. did become joyntly and severally bounden to the said *A. S.* in the Sum of 2400*l.* of lawful money of *England*, under which Bond it is expressed, that 300*l.* part of the said principal money of 1500*l.* before mentioned, and all the Interest for the said principal Sum to the Tenth day of that Instant *January* was paid, And the effect of the Condition of the said last mentioned Obligation is for true payment unto the said *A. S.* his Executors, Administrators, or Assigns, the full sum of 1200*l.* and 36*l.* for Interest for the same, upon the day of, &c. then next following the Date of the said last mentioned Obligation, which was farther secured by the said Lands and Hereditaments in the said Indenture mentioned, as by the said last mentioned Obligation and Condition thereof more plainly appeareth.

Another Bond on a Mortgage.

And whereas the said Sir *W. B.* hath since paid 200*l.* more of the said principal Sum to the said *A. S.* so that there is now behind and unpaid of the said principal moneys the just Sum of 1000*l.* and no more, which is secured, or intended to be secured, as well by the said Indenture of Demise of the said Lands and Hereditaments in *C.* as also by the said two several Obligations herein before mentioned.

And whereas the said *A. S.* by one other Indenture bearing even Date with these Presents, Hath for the Consideration of 1000*l.* therein mentioned, and truly paid him by the said *H. C.* bargained, sold, assigned, and set over unto him the said *H. C.* the said Lands and Hereditaments in *C.* and all the Term to come and unspent of the said One thousand years, in the said first recited Indenture mentioned, as by the said Indenture bearing even Date with these Presents may appear.

The Mortgage Assigned.

Letter of At-
torney.

Now this Indenture witnesseth, That the said *A.S.* for and in consideration of the said Sum of 1000 *l.* to him in hand paid by the said *H.C.* the same being as well the consideration of these Presents, as of the said other Indenture bearing even date with these Presents, and the Receipt whereof the said *A.S.* hath thereby acknowledged, and doth also hereby acknowledge, *Hath* granted, assigned, delivered, and set over, And doth by these Presents grant, assign, and set over unto the said *H.C.* the said two several Obligations, or Writings obligatory herein before-mentioned; And the several Debts and Sums of money therein mentioned; And the said *A.S.* Hath also made, constituted, appointed, and in his place and stead put, And doth by these Presents make, constitute, appoint, and in his place and stead put the said *H.C.* his true and lawful Attorney irrevocable, and doth give and grant unto him the said *H.C.* full Power and Authority, in the name, place, and stead of him the said *A.S.* to sue, arrest, implead, imprison, and condemn the said Sir *W.B.* and *T.B.* or either of them, their or either of their Heirs, Executors, or Administrators, upon the said several Obligations, or either of them, at the will and pleasure of the said *H.* and whensoever he shall find or think it necessary so to do, and to obtain Judgment or Judgments, and to sue forth Execution or Executions thereupon, And to do, and cause to be done, all and every, or any act, matter, or thing whatsoever, for the recovering, obtaining, and getting any Sum or Sums of money whatsoever, due and payable, or to become due and payable, by or upon the said several Obligations, or either of them, or by or upon any Judgment or Judgments to be had thereupon, or upon either of them, which the said *A.S.* may or might lawfully do, or cause to be done.

And for the better doing or effecting thereof, one or more Attorney or Attorneys to make and appoint, And the same also to revoke, and other or others in his or their place to put at the free will and pleasure of him the said *H.C.* And also the said *A.S.* doth hereby give and grant unto the said *H.C.* full Power and Authority, in the name, place, and stead of him the said *A.S.* to release, acquit, and discharge unto the said *W.B.* and *T.B.* or either of them, their, or either of their Executors or Administrators the said several Obligations, or either of them, or any Debt or Debts, due, or to be due thereupon, or upon either of them, and also to acknowledge, or cause to be acknowledged, satisfaction upon the Record or Records of any Judgment or Judgments to be had upon the said several Obligations, or either of them.

And farther also, the said *A.S.* doth by these Presents give and grant unto the said *H.C.* his Executors and Administrators, full power, leave, and Authority, to keep and detain to his and their own proper use, all such moneys whatsoever, as shall or may be recovered or had, by or upon the said Obligations, or either of them, without any accompt to be made or given to him the said *A.S.* his Executors or Administrators for the same.

Covenant hath
not Released.

And the said *A.S.* for himself, his Executors and Administrators, doth covenant, promise, and grant, to and with the said *H.C.* his Executors and Administrators, by these Presents, That he the said *A.S.* hath not heretofore released the said Obligations, or either of them, nor otherwise discharged, or any way impeached the same, save only by the receipt of such part of his principal Money and Interest, as is herein before mentioned to have been received

And

And that he the said *A. S.* shall not, nor will not, at any time or times hereafter, revoke or make void this Letter of Attorney, or any Power or Authority hereby given, nor disavow any Action or Suit that shall be brought in his Name, upon the said Obligations, or either of them.

Nor will disavow any actions.

And moreover, That he the said *A. S.* his Executors or Administrators, shall and will, from time to time, and at all times hereafter, at and upon the reasonable Request and proper Costs and Charges of the said *H. C.* his Executors or Administrators, make, seal, and deliver all and every such further and other reasonable act and acts, thing and things; for the further enabling and authorizing the said *H. C.* his Executors or Administrators, to sue for, obtain, get, recover, keep and detain any Sum or Sums of Money due, or to become due upon the said several Obligations, or either of them, or upon any Judgment or Judgments to be had upon the said Obligations, or either of them, As by the said *H. C.* his Executors or Administrators, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required.

Covenant for further Assurance.

Provided always, And it is hereby concluded and agreed, by and between the said Parties to these Presents, And the said *H. C.* for himself, his Heirs, Executors, and Administrators, doth covenant, promise, and grant to and with the said *A. S.* his Executors and Administrators, by these Presents; That he the said *H. C.* his Executors or Administrators, shall and will, from time to time, and at all times, save, keep harmless, loss-less, and indemnified the said *A. S.* his Executors and Administrators, and his and their Lands, Tenements, Goods, and Chattels, of and from all Costs and Charges of or for the Prosecution of any Action or Actions, Suit or Suits, to be brought in his or their Name of Names, upon the said several Obligations, or either of them, and of and from all Costs or Charges which may be recovered against the said *A. S.* his Executors or Administrators, in any such Action or Actions, Suit or Suits, by reason of any Nonsuit or otherwise howsoever; And of and from all Costs and Charges of defending or prosecuting any Suit or Suits, in any Court or Courts of Equity, or elsewhere, for or concerning the said Obligations, or either of them, or for or concerning any matter or thing whatsoever, any way relating to the said Obligations, or either of them, or to any thing to be done thereupon, or any way relating to the said Debt due from the said Sir *W. B.* or any Security is assigned over to the said *H. C.* as aforesaid. In witness, &c.

Covenant to save harmless from all Action, &c.

A Surrender of a Lease for years which was made for Counter-security against Bonds, &c.

Recital of the
Recall to two.

THIS Indenture made, &c. Between *B.W.* of the one part, And *C. A.* of the other part, Whereas the said *C. A.* by Indenture under his Hand and Seal bearing date, &c. for the Considerations there, mentioned, did demise, grant, bargain, and sell unto the said *B.W.* and to *C. T.* (amongst other things) all and singular the Closes, Lands, Tenements, and Hereditaments hereafter, in and by these Presents granted and surrendered, or mentioned to be granted or surrendered, *To have and to hold* the same, with all and singular their Appurtenances, unto the said *B.W.* and *C. T.* their Executors and Assigns, from the Feast of, &c. last past before the Date of the same Indenture for and during, and unto the full end and Term of Fourscore and nineteen years from thence next ensuing, fully to be compleat and ended, without Impeachment of, or for any manner of Waste, under the yearly Rent of Five shillings payable yearly, at the Feast of, &c. by even and equal Portions during the said Term, as in and by the said Indenture, relation being thereunto had, more at large appeareth; By virtue whereof, they the said *B.W.* and *C. T.* were lawfully possessed of all the same Closes, Lands, and Hereditaments, for and during all the said Term of Fourscore and nineteen years therein to come and unexpired, the Reversion thereof over to the said *C. A.* and his Heirs.

First of the
Lessees Dead
the other
possessed by
Survivorship
surrenders to
the Lessor.
Conf.

Surrender.

And whereas he the said *C. T.* is since deceased, whereby the said Term did wholly accrue unto the said *B.W.* by right of Survivorship, and the said *B.W.* is now possessed of the said Premises, for and during the residue of the said Term of Fourscore and nineteen years yet to come and unexpired, Now this Indenture witnesseth, That the said *B.W.* for divers good Causes and Considerations him moving, and more especially for that the said *E. A.* hath disengaged him of and from the Debts for which the said Lease was meant and intended to be his Counter security, *Hath* granted and surrendered, and by these Presents doth grant and surrender unto the said *C. A.* his Heirs and Assigns, All the Estate, Right, Title, Interest, Claim, and Demand whatsoever, of him the said *B.W.* of, in, and to All that Close, or parcel of Ground, lying and being &c. called and known, &c. with the Meadow Ground lying, &c. And of, and in all other the Closes, Lands, Tenements, and Hereditaments, which now are or at any time heretofore were the Freehold or Inheritance of the said *C. A.* And of, in, and to all and singular Commons, Hedges, Ditches, Monds, Fences, Free-bords, Ways, Easements, Profits, Commodities, Royalties, Priviledges, Jurisdictions, Advantages, Emoluments, and Hereditaments whatsoever to the said Closes, Pastures, and Premises, or any of them belonging, or in any wise appertaining, or therewith, or with any of them, used, occupied, or enjoyed, let, set, or demised, as part, parcel, or member of them, or any of them, *To have and to hold* the Closes, Pasture-Gounds, Meadows,

and

and all and singular other the Lands, Tenements, Hereditaments, and Premises hereby granted, and surrendered, or mentioned to be granted and surrendered, with their and every of their Appurtenances, unto the said *C. A.* his Heirs and Assigns, for all such Estate, Term, or Interest, as the said *B. W.* hath or ought to have therein by virtue of the said recited Indenture of Lease or otherwise howsoever. And the said *B. W.* for himself his Heirs, Executors, Administrators, and Assigns, and for every of them, doth Covenant, promise, and grant, to and with the said *C. A.* his Heirs and Assigns, by these Presents, That he the said *B. W.* hath not done, or willingly and wittingly suffered to be done, any Act or thing, whereby the said Closes, Lands, Tenements, Hereditaments, and Premises hereby granted and surrendered, or mentioned to be granted and surrendered or any part thereof, are or may be any way impeached, charged, or incurred, in Title Charge, Estate, or otherwise. In witness, &c.

Covenant against Incumbrances.

A Defeazance of Recognizance, for performance of Covenants.

THIS Indenture made, &c. Between *T. C.* of the one part, And Sir *J. W.* of the other part, *Whereas* by one Recognizance taken and acknowledged before, &c. in this Court of Chancery, the day of the Date of this present Indenture, The said Sir *J. W.* Hath acknowledged himself to owe unto the said *T. C.* three thousand pounds of lawful Money of *England*, payable as is herein mentioned, As by the said Recognizance more plainly appeareth.

Now this Indenture Witnesseth, That the said *T. C.* is contented and well pleased, And doth for himself, his Executors, and Administrators grant and agree, to and with the said Sir *J. W.* his Heirs, Executors, Administrators and Assigns by these Presents, That if the said Sir *J. W.* his Heirs, Executors and Administrators, do and shall, for his and their part, well and truly observe, perform, fulfill and keep, all and singular the Covenants, Grants, Articles and Agreements, mentioned and contained in one Indenture Tripartite, bearing date, &c. made or mentioned to be made between the said Sir *J. W.* and *D. M.* his Wife of the first part, the said *T. C.* of the second part, and *G. N.* of the third part, which on the part and behalf of the said Sir *J. W.* his Heirs, Executors, or Administrators, are to be observed, performed, fulfilled, and kept; That then the said Recognizance shall cease and be void, Otherwise, it shall remain, and be in full force, effect, and virtue. In witness, &c.

An Annuity.

TO all Christian People to whom these Presents shall come, *H. R.* sendeth Greeting; Know ye, That the said *H. R.* for good Considerations him moving, Hath given, granted, and confirmed, and by these Presents, for him and his Heirs, doth give, grant and confirm unto *L. R.* Brother of the said *H.* one Annuity or yearly Rent Charge of Forty pounds of lawful Money of *England*, to be issuing out of all that Messuage or Tenement, with the Appurtenances, situate, &c. called or known, &c. and out of all that Close or inclosed Ground adjoining unto the said Messuage or Tenement, and therewith usually occupied and enjoyed; The site of which said House, and the said Close thereunto adjoining, containing by estimation Thirty five Acres be the same more or less, and out of all those Grounds in *W.* aforesaid, or one of them called or known by the name of *C.* containing by Estimation Forty four Acres, be the same more or less, and out of all the Rights, Members, and Appurtenances unto the before mentioned Premises, or any of them belonging, or in any wise appertaining, *To have, hold,* and perceive the same Annuity or yearly Rent Charge to the said *L. R.* and his Assigns, from and immediately after the Decease of the said *H. R.* for and during the natural Life of the said *L. R.* To be paid at the Church Porch of, &c. yearly, at the Feast Days of the *Annunciation* of the Blessed Virgin *St. Mary*, and the Feast of *St. Michael* the Arch-Angel, by even and equal Portions.

Habeat.
From the death
of the Grantor
during the life
of the Grantee.

Clause of distress.

And the said *H. R.* doth further grant for him, his Heirs and Assigns, That if the said Annuity or yearly Rent of Forty pounds, or any part thereof, shall happen so to be behind and unpaid by the space of Forty days next after any of the said Feast Days on which the same ought to be paid, That then it shall and may be lawful to and for the said *L. R.* and his Assigns, into the said Messuage or Tenement, and all and singular the Premises, or any part or parcel thereof, to Enter and Distrain for the said Annuity or yearly Rent, and also for the Arrearages thereof, if any shall be, and the Distress and Distresses there so taken, to lead, drive, and carry away, and the same to detain and keep, until he the said *L. R.* and his Assigns, of the said Annuity or yearly Rent, and of the Arrearages thereof, and of every part and parcel thereof, shall be fully satisfied and paid, according to the true meaning of these Presents. In witness, &c.

A Letter of Attorney to Deliver an Assignment, vide Letter of Attorney to take it, fo. 283.

TO all People to whom this present Writing shall come, I *H. D.* of, &c. send Greeting; *Whereas* I the said *H. D.* have signed and sealed one Writing Indented, bearing even Date with these Presents, purporting a Bargain; Sale, and Assignment made by me unto *T. R.* of a parcel of Pasture Ground, called, &c. and of divers other Lands, Tenements, and Hereditaments therein mentioned, lying and being, &c. which were heretofore to me demised by *M. W.* as by the said Writing Indented more plainly appeareth, Which Writing is not yet delivered as my Deed.

Now know ye, That I the said *H. D.* have made, constituted, appointed, and in my place, and stead put *W. E.* my true and lawful Attorney for me, and in my name, place, and stead to Enter into and upon the said parcel of Pasture Ground, and other the Lands, Tenements, and Hereditaments in the said Writing mentioned, and every of them, and every or any part thereof, And there upon the Premises, for me, and in my name, place, and stead, to deliver unto the said *T. R.* or to his lawful Attorney or Attorneys in that behalf, the said Writing Indented so by me signed and sealed as aforesaid, as the Act and Deed of me the said *H. D.* And further to do whatsoever may be necessary in that behalf; And whatsoever my said Attorney shall do, or cause to be done in the Premises, I the said *H. D.* do and shall ratifie, confirm, and allow, as if I in my own person had done the same In witness whereof, &c.

An Assignment of a Bond and Judgment, with a Letter of Attorney.

This Indenture made, &c. Between *F. L.* of &c. of the one part, And *A. D.* of, &c. of the other part, *Whereas* by one Obligation or Writing Obligatory, bearing Date, &c. Sir *P. T.* since Deceased, and Sir *A. D.* since also Deceased, became bound unto the said *F. L.* in the Sum of Six hundred pounds of lawful Money of *England*, with Condition there-under written for payment of Three hundred and eighteen pounds on, &c. next ensuing the Date of the said Obligation, as by the said Obligation and Condition thereof, relation being thereunto had may appear.

Recital of the Bond entered into by two, both since deceased.

And *whereas* the said *F. L.* did in *Trinity* Term, in the Year of our Lord One thousand six hundred Forty and Eight, recover by Judgment, in the Court of *Common Pleas*, against the said Sir *P. T.* the

Judgment recovered against one of the Obligors in his Life time.

U u

Sum

Sum of Six hundred pound Debt, and Eighty shillings for Damages, As by the Record thereof may appear.

Assignment.

Now this Indenture witnesseth, that the said *F. L.* for and in Consideration of a competent Sum of lawful money of *England* to him in hand paid by the said *A. D.* at or before the Sealing and Delivery of this Present Indenture, the receipt whereof the said *F. L.* doth hereby acknowledge, *Hath* granted, transfer'd, assigned, and set over, And by these Presents, doth grant, transfer, assign, and set over unto the said *A. D.* his Executors, Administrators, and Assigns, as well the said Obligation, or Writing Obligatory, as also the said Judgment, and all the benefit, commodity, Sum and Sums of Money, &c. that may be obtained or gotten, by reason or means of the said Obligation and Judgment, or either of them, or of any other Judgment had or obtained; or to be had, sued, executed, or obtained by the said *F. L.* against the said Sir *P. T.* or the Heirs, Executors, or Administrators of the said Sir *P. T.*

Letter of Attorney.

And further, the said *F. L.* doth by these Presents, make, or dain, constitute, authorize and appoint the said *A. D.* his true and lawful Attorney Irrevocable in his name, place, and stead, to sue and prosecute upon the said Judgment, and to procure any further Judgment or Judgments, Execution or Executions against the Heirs, Executors, or Administrators of the said Sir *P. T.* for the said Sum of Money in the said Obligation mentioned, and upon satisfaction given, or any other End, Composition or Agreement made or concerning the Premises, to acknowledge satisfaction, or to make and do any other Release and Discharge for the same; And further, to do all and every other Act and Acts, thing and things whatsoever, which shall be Requisite and needful to be done, in or about the Premises, so fully as the said *F. L.* might or could do the same, being personally present at the doing thereof.

Covenant not to revoke nor make void this.

And the said *F. L.* for himself, his Executors, and Administrators and every of them, doth Covenant, promise, and grant, to and with the said *A. D.* his Executors and Administrators, and every of them, by these Presents, That he the said *F. L.* his Executors and Administrators, and every of them, shall and will justify, allow, ratify and perform, all and whatsoever the said *A. D.* his Executors or Administrators, shall lawfully do, or cause to be done, in or about the Premises, And that neither he the said *F. L.* his Executors nor Administrators, nor any of them will revoke, or make void, this Letter of Attorney, nor any Authority hereby given to the said *A. D.* his Executors or Administrators, nor shall hereafter sue for, or meddle with the said Debt or Judgment, farther or otherwise than as the said *A. D.* his Executors or Administrators shall direct or advise.

Assignee covenants to save harmless the Assignor from all costs, &c.

And the said *A. D.* for himself, his Executors and Administrators, and every of them, doth Covenant, promise, and grant, to and with the said *F. L.* his Executors and Administrators, by these Presents, That he the said *A. D.* his Executors and Administrators, shall and will, from time to time and at all times hereafter save and keep harmless and indemnified the said *F. L.* his Executors and Administrators, of, for, from, and concerning all Costs and Charges whatsoever, which shall or may any way become payable by, or be recovered against the said *F. L.* his Executors or Administrators, by means or

occasion of any Action or Actions, Suit or Suits, to be brought, or prosecuted in the Name of the said *F.L.* his Executors or Administrators, by virtue of any Power or Authority hereby given unto the said *A.D.* his Executors or Administrators. In witness, &c.

A Lease in trust for payment of a Debt and maintenance of the Lessors Wife and Children, with a special Covenant and Provision that the Lessor may Renew his Estate, and then grant a new Lease for the Remainder of the Term.

This Indenture made, &c. Between *R.S.* of, &c. of the one part, And *Sir E.S.* of, &c. *Sir B.S.* of, &c. and *A.S.* of the other part, *Witnesseth*, That for the securing of the payment of Two hundred and fifty pounds *per Annum*, of lawful Money of *England*, for the Term of Fifteen years herein after mentioned to *P.S.* in satisfaction of a Debt of Two thousand and Two hundred pounds of lawful Money of *England*, to her due and owing, by the said *R.S.* and for the better Provision and Maintenance of and for *M.* now the Wife of the said *R.S.* and of all the Children of the said *R.S.* and *M.* And for other good Causes and Considerations him the said *R.S.* thereunto moving, He the said *R.S.* hath demised and granted, and by these Presents, doth demise and grant unto the said *Sir E.S.* *Sir B.S.* and *A.S.* All that the Rectory and Parsonage of, &c. And all Messuages, Houses, Edifices, Buildings, Lands, Tenements, Glebe-Lands, Tythes, Pensions, Portions, Oblations, Obventions, Profits, Fruits, Emoluments, and Hereditaments whatsoever to the same belonging, or in any wise appertaining; And all those his Messuages, Lands, Tenements, and Hereditaments whatsoever, situate, lying, and being, &c. or known by the Name or Names of, &c. And all that the Site of the House or late Priory of, &c. And all the Lands, Tenements, and Hereditaments, whatsoever in *M.* aforesaid, to the said House, or late Priory, belonging or appertaining, or accepted, reputed, esteemed, or taken to belong thereunto, or therewithal usually occupied, letten, or enjoyed; And one Water Corn-Mill in *M.* aforesaid with the Appurtenances, And all that Tenement or Farm-hold in *M.* aforesaid, commonly called or known by the Name of *D. Farm*, with all the Lands, Tenements, and Hereditaments to the same Tenement or Farm-hold belonging, or therewithal usually letten, demised, occupied, or enjoyed, And all other the Lands, Tenements, and Hereditaments whatsoever of the said *R.S.* situate, lying, and being in *M.* aforesaid; And also all and singular other the Houses, Edifices, Buildings, Barns, Stables, Curtilages, Yards, Gardens, Orchards, Backsides; Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Closes, Enclosures, Ways, Easements, Waters, Water-courses, Commons, Common of Pasture, Royalties, Franchises,

Conf.

Provision for payment of a Debt and maintenance for Wife and Children.

Demise.

Premises.

Liberties, Priviledges, Immunities, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances, whatsoever, to the said Rectory or Parsonage, late Priory, Messuages, Lands, Tenements, and Premises, or any of them belonging, or in any wise appertaining, or to or with the same, or any of them usually letten, occupied, or enjoyed, or accompted, esteemed, reputed, or taken, as part, parcel, or member of them, or any of them, or to belong, or appertain thereunto, or to any of them; *To have and to hold* the said Rectory or Parsonage, late Priory, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, from the Feast of *St. Michael* the Archangel last past before the date of this Present Indenture, for and during the full end and Term of Fifteen years, from thenceforth next, and immediately ensuing and fully to be compleat and ended; Yielding and paying therefore yearly, during the said Term unto the said *R. S.* his Heirs and Assigns, at the Eeast of *St. Michael* the Archangel, one Pepper corn, if it shall be lawfully demanded.

Habend. for 15
years.

Reddendum
One pepper
Corn.

The trust.

That the Trustees shall out
of the Premises pay
250 l. per An.
to the Creditor.

And out of the
rest satisfy
themselves
their own ex-
pences.

And pay the
rest to the wife
for mainten-
ance of her-
self and Chil-
dren.

Upon special Trust and Confidence nevertheless in them the said Sir *E. S.* Sir *B. S.* and *A. S.* by the said *R. S.* reposed, And to the intent and purpose, That they the said Sir *E. S.* Sir *B. S.* and *A. S.* and the Survivors and Survivor of them, And the Executors and Administrators of the Survivor of them, shall employ the Rents, Issues, and Profits of the Premises, and every part thereof, to and for the Uses, Intents, and Purposes, and in such sort, manner, and form as is herein after mentioned and appointed and no otherwise, That is to say, That the said Sir *E. S.* Sir *B. S.* and *A. S.* and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them, shall yearly, during the said Term, out of the same Rents, Issues, and Profits of the Premises, well and truly pay, or cause to be paid, unto the said *P. S.* the Sum of Two hundred and fifty pounds of lawful Money of *England*, at two usual Feast or Terms in the year; That is to say, The Feast of the Annunciation of the Blessed Virgin *Mary*, and *St. Michael* the Archangel or within Twenty days next after either of the said Feasts, by even and equal Portions, The first payment thereof to be made upon the Feast of the *Annunciation* of the Blessed Virgin *Mary* next ensuing the date of these Presents, or within Twenty days next after the same Feast.

And out of the rest and residue of the said Rents, Issues, and Profits of the Premises, shall yearly satisfy unto themselves, All such Costs, Charges, and Expences as they, or any of them, their, or any of their Assigns or Servants, shall from time to time lay out, expend, or be put unto, in, about, for, or concerning the execution and performance of the Trust hereby in them reposed touching the Premises.

And also shall yearly, and every year, And from time to time, during all the said Term, pay and deliver unto the proper hand of the said *M.* now the Wife of the said *R. S.* if she shall be living, for and towards the maintenance of her self and her Children, All the Rest and Residue of the said Rents, Issues, and Profits, of all and singular the Premises over and above the said yearly Sum of Two hundred pounds, and Costs, Charges and Expences as aforesaid.

And

And in case the said *M.* shall happen to dye, during the said Term of Fifteen years above mentioned, Then they the said Sir *E. S.* Sir *B. S.* and *A. S.* and the Survivors or Survivor of them, and the Executors and Administrators of the Survivor of them, shall dispose of, and employ all the said rest and residue of the said Rents, Issues, and Profits, of all and singular the Premises, over and above the said yearly Sum of Two hundred and fifty pounds, and the said Costs, Charges, and Expences before mentioned, to and for the maintenance and education of all the said Children of the said *R. S.* and *M.* which shall be living, from time to time, during the said Term, in and after such manner, and in such measure and proportion, as they the said Sir *E. S.* Sir *B. S.* and *A. S.* or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, in their discretion shall think fit.

And if the wife dies within the Term then shall dispose it for maintenance and Education of the Children.

And whereas the said *R. S.* hath only a particular Estate for Term of Life, Lives, or years, of and in most of the Premises hereby granted, or mentioned to be granted, the Reversion thereof belonging to some Ecclesiastical Person or Persons, And it may be necessary upon contract, with the respective Reversions thereof, for the renewing and enlarging the respective Leases and Estates of the said *R. S.* his Executors or Assigns, in the Premises, That this present Demise should be surrendred or granted over for the enabling the said Reversions to make new Leases thereof; It is therefore Covenanted, granted, concluded, and agreed, by and between the said Parties to these Presents, And the said Sir *E. S.* Sir *B. S.* and *A. S.* do hereby for themselves, their Executors and Administrators Covenant and grant, to and with the said *R. S.* his Heirs, Executors, Administrators, and Assigns, and every of them, by these Presents, That if the said *R. S.* his Heirs, Executors, Administrators, or Assigns respectively, who shall be estated or interessd in the Premises, or any part thereof, at any time, during the said Term of Fifteen years above mentioned, shall be minded to renew, alter, or change his or their Lease, Term or Estate in the Premises, or any part or parcel thereof, And shall leave with them, the said Sir *E. S.* Sir *B. S.* and *A. S.* or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, or with the said *P. S.* her Executors or Administrators, or any of them, a good, lawful, and sufficient Bond, or Writing Obligatory, whereby the said *R. S.* or his Heirs, Executors, or Administrators respectively, who shall be so estated or interessd in the Premises, or any part thereof, as aforesaid, and their respective Heirs, Executors, and Administrators, shall be bound unto the said Sir *E. S.* Sir *B. S.* and *A. S.* or unto the Survivors or Survivor of them, or to the Executors or Administrators of the Survivor of them their Executors and Administrators, in the Sum of 2200 *l.* of lawful, &c. with Condition to be void in case the said *R. S.* his Heirs, Executors, and Assigns so entring into Bond, shall within two Months next, after that the said Sir *E. S.* Sir *B. S.* and *A. S.* or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor, yield up the said Premises or any part thereof, as aforesaid, unto such person so entring into Bond, or procure a good sufficient Lease to be made thereof, to the said person so Entring Bond, for the Term of 21 years, or three Lives, or two Lives at the least, and

The Lessor having only a particular Estate for life in the Premises.

Covenant that the Lessor may renew his Estate and in order thereto the Trustees will surrender this upon Bond given by the Lessor to make a new settlement like this within two Months after the Estate renewed.

and hath within one Month after such new Lease or Leases made unto them, Convey and Assign over the said Premises to the said Sir E. S. Sir B. S. and A. S. or to the Survivors or Survivor of them, or to the Executors or Administrators of the Survivor of them, for and during so long time as shall be then unexpired of the number of Fifteen years, granted or mentioned to be granted, in and by this Present Indenture, at and under the same Reservations and Covenants, and upon the same Trust and Confidence, and to the same intents and purposes as is, and are herein above mentioned, expressed, and declared, or as near to the same as by Law it may be, free and clear from all Charges and Incumbrances whatsoever to be had or made by such person so entering into Bond, or by the said Reversion or Reversions thereof. And shall in the mean time, until such new Lease and Assignment made as aforesaid, permit and suffer them, the said Sir E. S. Sir B. S. and A. S. and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them, quietly and peaceably to have, receive and take the Rents, Issues and Profits of the Premises and every part thereof, *That then* they, the said Sir E. S. Sir B. S. and A. S. and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them, shall and will, within Twenty days after such Bond or Writing Obligatory to be left as aforesaid, Grant, surrender, and yield up all their Estate and Interest in the said Premises, mentioned or contained in the Condition of such Bond, unto the said R. S. his Heirs, Executors, Administrators, or Assigns, so entering into Bond respectively freed and clear'd, of and from all Incumbrances had or made by them, or any of them respectively.

Or if the
Trustees do
not surrender
their Estate
then this Lease
shall be void.

Provided always, That if the said E. S. Sir B. S. and A. S. and the Survivors and Survivor of them, or the Executors or Administrators of the Survivor of them, shall not, or do not, within the said space of Twenty days after such Bond, or Writing Obligatory, left as aforesaid, grant, surrender, and yield up his or their Estate in the Premises, mentioned or contained in the condition of such Bond, as is herein before Covenanted to be done, That then and from thenceforth, this present Lease, and the Demise and Grant herein contained, shall cease, determine, and become void, any thing herein contained, to the contrary notwithstanding. In witness, &c.

Mortgage by Lease of Twenty one years for Counter-security against a Bond.

THIS Indenture Tripartite, &c. Between *R. L.* of the one part, *O. B.* of the second part, and *J. B.* of the third part, Whereas the said *O. B.* at the special instance and request, and for the proper Debt of the said *R. L.* is become bound, together with the said *R. L.* unto *T. M.* in Five hundred pounds of lawful Mony of *England*, by Obligation bearing even date with this present Indenture, and conditioned for payment of Two hundred and Fifty pounds upon, &c. As by the said Obligation and Condition thereof may appear.

The day of payment to come.

Now this Indenture witnesseth, That for Counter-securing and saving harmless the said *O. B.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods, and Chattels, of and from the payment of the said Two hundred and Fifty pounds, and of and from all damage and loss that shall, or may happen unto him or them, for or by reason of the not payment thereof, And for and in consideration of the Sum of Five shillings of lawful Money of *England* to the said *R. L.* in hand paid by the said *J. B.* at or before the sealing and delivery hereof, the Receipt whereof he doth hereby acknowledge, the said *R. L.* at the nomination of the said *O. B.* Hath demised, granted, bargained and sold, And by these Presents doth demise, grant, bargain and sell, unto the said *J. B.* his Executors, Administrators, and Assigns, All that Capital Messuage, with the Appurtenances, And all Out-houses, Barns, Stables, Edifices, Buildings, Courts, Curtilages, Yards, Orchards, and Gardens thereunto belonging, Together with all the Lands Arable Meadows and Pastures commonly called, &c. and being, &c. with the said Premises, or adjoining to the said Capital Messuage, and were therewith heretofore occupied and enjoyed, And also all that other Capital Messuage, with the Appurtenances commonly called, &c. situate, lying, and being &c. and all the Lands, Tenements, and Hereditaments to the said last mentioned Capital Messuage belonging, or therewith usually occupied, And the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every part and parcel thereof, And all Rents, Services, and Profits thereunto incident and belonging, To have and to hold the said Capital Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances unto the said *J. B.* his Executors, Administrators, and Assigns, from the first day of, &c. for and during the Term of One and Twenty years from thence next following, and fully to be compleat and ended, without Impeachment of or for any manner of Waste.

Habund.

Provided always, And it is covenanted, conditioned, granted, concluded, and agreed, by and between the said Parties to these Presents, That if the said *R. L.* his Heirs, Executors, Administrators, or Assigns, or any of them, do, and shall well and truly pay, or

Provide to be void upon paying of the bond and delivering it to the Lessee to be cancelled.

cause

cause to be paid, unto the said *T. M.* his Executors, Administrators, or Assigns, or any of them, upon, &c. the entire Sum of, &c. of lawful, &c. according to the condition of the said Obligation bearing even date with this present Indenture, and do and shall upon or before the said day of *D.* now next coming, deliver or cause to be delivered unto the said *O. B.* his Heirs or Administrators the said Obligation to be cancelled, That then this present Indenture, and all the Term and Estate hereby made and granted, shall cease, determine and become void to all intents and purposes, Any thing in these Presents contained to the contrary notwithstanding.

Covenant to pay it.

And the said *R. L.* for himself, his Heirs, Executors, and Administrators, and for every of them doth covenant, promise, and grant to and with the said *O. B.* his Executors, Administrators, and Assigns, by these Presents, That he the said *R. L.* his Heirs Executors or Administrators shall and will well and truly pay or cause to be paid, unto the said *T. M.* his Executors, Administrators, or Assigns, the said Sum of, &c. upon, &c.

Covenant that the Lessor is lawfully seized.

Power to demise.

The Premises worth 100 l. per Ann.

Quiet enjoyment after default in payment.

Free from Incumbrances.

And further, the said *R. L.* for himself, his Heirs, Executors, and Administrators, doth covenant, promise, and grant, to and with the said *J. B.* his Executors, Administrators, and Assigns, by these Presents, That he the said *R. L.* now at the time of the sealing and delivery of this present Indenture, is solely, lawfully, rightfully, and absolutely seized of, and in all and singular the Premises whatsoever hereby demised, or mentioned to be demised, with their and every of their Appurtenances, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, And hath good right, lawful, and absolute power and Authority in himself, to demise, grant, bargain, and sell the same Premises, and every part and parcel thereof unto the said *J. B.* his Executors, Administrators, and Assigns for the said Term of One and twenty years, and in manner and form aforesaid; And that the same Premises are of the yearly value of One hundred pounds over and above all charges and reprises; And also that in case any default shall be made by the said *R. L.* his Heirs, Executors, Administrators, or Assigns, of or in payment of the said Sum of, &c. in such manner and form as the same is herein before covenanted to be paid, That then and from thenceforth always after, during the said Term of One and twenty years, he the said *J. B.* his Executors, Administrators, and Assigns, shall and may freely, quietly, and peaceably have, hold, and enjoy all and singular the said Premises hereby demised, or mentioned to be demised, And receive and take all the Rents, Issues, and Profits thereof to his and their own use, without any let, trouble, denial, hindrance, or interruption of or by the said *R. L.* his Heirs or Assigns, and without the lawful let, suit, trouble, interruption, eviction, or ejection of, or by any person or persons whatsoever, And free and clear and freely, clearly, and absolutely acquitted, freed and discharged, of and from all, and all manner of former and other Bargains, Sales, Gifts, Grants, Joyntures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Post fines, Amerciaments, Judgments, Recognizances, Statutes Merchant and of the Staple, Decrees, Extents, Sequestrations, Seizures, Executions, Charges, Troubles, and Incumbrances whatsoever.

And

And the said *R. L.* for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth further covenant, promise and grant, to and with the said *J. B.* his Executors, Administrators, and Assigns, by these Presents, That in case any default shall happen to be made by the said *R. L.* his Heirs, Executors, Administrators, or Assigns, of or in payment of the said Sum of *£c.* in such manner and form as the same is herein before covenanted to be paid, That then at any time after such Default made, he the said *R. L.* his Heirs and Assigns, and all and every other person and persons, any Estate having, or lawfully claiming, of, in, to, or out of the said Premises hereby demised or mentioned to be demised, or any part thereof, shall and will, at the reasonable request and proper Costs and Charges in the Law of the said *J. B.* his Executors, Administrators, or Assigns, or any of them, make and do all and every such farther and other Act and Acts, for the further, better, and more perfect assuring and conveying of all and singular the said Premises, with their and every of their Appurtenances, unto the said *J. B.* his Executors, Administrators, or Assigns, for and during the Term hereby granted or mentioned to be granted, As by the said *J. B.* his Executors, Administrators, or Assigns, or by his or their Counsel Learned in the Law, shall be reasonably devised, advised, or required. In witness, &c.

Covenant to
make further
Assurances.

X x

Sir

Sir Jeffrey Palmer's Resolution concerning the Words [Give and Grant,] in a Conveyance.

S I R,

I Conceive that care ought to be taken in a *Conveyance*, of what Nature soever it be, that there be not therein [*Give and Grant,*] for they imply a *General Warranty*, and shall not be qualified by the *Special Warranty* following; as hath of late been thrice adjudged.

H. T.

Sir Jeffrey Palmer's Answer.

Give implies a *Personal Warranty*; and so is not always used. The word *Grant* in a Lease for Years is a *Covenant in Law*, or (as you may call it) a *General Warranty*; if it be not qualified by a *Covenant* or *Warranty in fait*. But if there be a *Covenant* or *Warranty in fait*, Then it is Restrained to the Words of the *Covenant* subsequent.

But in an *Estate of Inheritance*, where the *Fee* passeth, There the word *Grant* is neither a *Covenant in Law*, nor *Warranty*. For if it should be a *Covenant in Law*, or *Warranty* in it self, it would be there Restrained and Qualified by the *Warranty* and *Covenants in fait*.

And a *Deed* to pass an *Inheritance* where *Common* is, cannot be without it; for if it be *Common in gross*, it cannot pass by the *Livery*, but must pass by the word *Grant*: And I never yet saw a *Feoffment* without it.

Jeffrey Palmer.

ADDITIONS.

ADDITIONS.

Indentures of Copartnership.

This Indenture made the Twentieth day of *June*, *Anno Dom.* 1680. and in the year of &c. Between *A. B. of W.* of the one part, and *C. D. of W.* of the other part, *Witnesseth* that the said *A. B.* and *C. D.* having had Experience of each others Care and Fidelity, and in Confidence thereof for the future, and the better in probability to augment their respective Estates by the way of Trading, *Have* agreed upon a Copartnership and Joynt Trade, *And* therefore each of them for himself respectively, and for his several and respective Executors and Administrators, Doth Covenant, Promise and Agree to and with the other of them, his Executors and Administrators by these Presents, That from and after the Thirtieth day of *March* next ensuing the Date of these Presents. they the said *A. B.* and *C. D.* shall and will be and continue Copartners and Joynt Dealers in the Art, Trade, Mystery and Business of a *W.* (that is to say) in buying, selling, uttering and retailing of all sorts of &c. and all other Merchandizes and Things incident or belonging to the said Trade or Art of *W.* and in the management and doing of all such other Business as they shall think fit and mutually agree and consent to Trade and Deal in for and during the time and term, and unto the full end and term of Twenty years from thence next ensuing, and fully to be compleat and ended (if both the said Parties to these Presents shall so long live) And that by and with the joynt Stock or Sum of 1000 pounds of lawful money &c. which they the said Copartners shall and will bring in and advance and put together in ready money &c. (to be by them mutually allowed and approved of) By or before the Twentieth day of *March* next ensuing the Date hereof in equal shares and proportions (*viz.*) the said *A. B.* the Sum or value of 500 *l.* and the said *C. D.* the like Sum or value of 500 *l.* Which said Trade by mutual Agreement of the said Parties shall be carried on and followed at or in the Messuage or Tenement by them for that purpose taken, called or known by the Name of &c. situate and being in *R.* in the County of *B.* or at or in any other House the said Parties shall agree on for that purpose. And for the more orderly proceeding in and carrying on of the said intended Trade and Business, *It is* mutually Covenanted, Concluded and Agreed by and between the said Parties to these Presents, And each of them the said *A. B.* and *C. D.* doth for himself respectively, and for his several and respective Executors and Administrators,

Preamble.

They agree to become Copartners.

In Trade.

To put in a Stock.

They covenant
to be just to
each other.

The one to
have one Moiety,
the other
the other Moiety.

Each to bear a
Moiety of
the charge.

Parish Duties.

Losses and Damages.

The Trade to
be entered into
a Book.

nistrators, Covenant, promise and grant to and with the other of them his Executors and Administrators by these Presents, in manner and form following (That is to say) That they the said Copartners shall and will be just, true, and faithful each to other in all their Buyings, Sellings, Accompts, Reckonings and Dealings concerning the said Copartnership, and shall mutually endeavour by all just Care and Diligence to advance and promote the said joynt Trade and Stock, without Fraud or Collusion. And that the said *A. B.* his Executors and Administrators, shall have the full Interest, Right and Propriety of, in, and to one Moiety or half part of the said intended joynt Stock of 1000 *l.* and of, in, and to one Moiety or half part of all Gains, Profit and Increase which shall arise, happen, accrue, or be made thereby, or by the ordering and imploying of the same, or by any Credit or Business to be by them managed, done, or had; And shall bear, pay, and sustain one Moiety or half part of the yearly Rent of 40 *l.* reserved and payable for the afore said Messuage or Tenement in *R.* afore said, and of the yearly Rent of any such other House wherein the said Trade is to be followed: And of the Charge of House keeping, and of Men and Maid-servants Wages, and of all Parish Rates and Duties, and all other Rates, Taxes, and Assessments whatsoever which shall be rated or assessed on the said Copartners. And also of all Losses, Charges, Costs, Expences and Damages which shall at any time happen, arise or come, or be expended or laid out in, about, or concerning the said joynt Trade or Copartnership afore said, in any wise whatsoever (Other than such as are herein after particularly expressed and agreed to the contrary.) And that the said *C. D.* his Executors and Administrators shall have the full Interest, Right and Propriety of, in, and to the other Moiety or half part of the said intended joynt Stock of 1000 *l.* and of, in, and to one Moiety or half part of all Gains, Profit and Increase which shall arise, accrue, or happen to be made thereby, or by the ordering and imploying of the same, or by any Credit or Business to be by them managed and done, or had: And shall bear and sustain the other Moiety or half part of the said yearly Rent of 40 *l.* and of the yearly Rent of any such other House as they shall agree on as afore said, and of the Charge of House keeping, and of Men and Maid-Servants Wages, and of all Parish Rates and Duties, and all other Rates, Taxes, and Assessments whatsoever which shall be rated or assessed on the said Copartners, and also of all Losses Charges, Costs, Expences and Damages which shall at any time happen, arise or come, or be expended or laid out in, about, or concerning the said joynt Trade or Copartnership afore said in any wise whatsoever (Other than such as are herein after particularly expressed and agreed to the contrary.) And each of them the said *A. B.* and *C. D.* doth also for himself respectively, and for his several and respective Executors and Administrators, Covenant, Promise and Agree to and with the other of them, his Executors and Administrators by these Presents, in manner and form following, (That is to say) That the said joynt Stock, and also all the Buyings, Sellings, and Dealings, Gains, Debts, and Credits which shall grow, arise, happen or be made of or by means or reason of the said joynt Trade, Credit and Dealing, or any thing incident or belonging thereunto, shall from time

time to time, during all the term of this Copartnership, be truly entered and fairly written in some convenient and fitting Book or Books for that purpose to be provided and kept within the Shop where the said Trade is to be driven, in such manner as men of the like Trade use or ought to do: Of which said Books the said Copartners and their respective Executors and Administrators shall freely at all times, as well during the Continuance as after the Expiration of this Copartnership, have the sight and perusal when and as often as it shall be desired, and shall have liberty to transcribe and copy out all or any part thereof without any let, hindrance, or denial. And that all Bonds, Bills, Notes, Specialties and Securities whatsoever at any time made or taken for any matter or thing concerning their said joynt Stock or Trade, and also all other things sold or delivered out of the said partible Stock or Trade, shall be made and taken in the Names of both the said Copartners, and for their joynt and equal use and benefit. And that all Notes and other Securities to be given to any Person or Persons who shall entrust the said Partners with Goods or other things upon the account of their said Trade, shall be made and given by and in the Names of them both. And also that it shall and may be lawful to and for the said Copartners monthly, (*viz.*) on the first Munday in every Month during the Copartnership, to have and take out of their said joynt Stock and the Proceed and Increase thereof, for their respective and particular Uses and Occasions, towards paying House-rent, defraying the Charge of House-keeping, and of Servants Wages and all other incident Charges which may accrue in or about the management of the said joynt Trade and Copartnership, the Sum of 10 *l.* Sterling, *viz.* the said *A.B.* 5 *l.* and the said *C.D.* 5 *l.* Which monthly and other Sum and Sums of Money so to be taken out, shall from time to time be entered into the said Books of Accompt by the Person that shall have or take out of the same, and upon the next Accompt to be then after stated between them shall be reckoned and accompted for and accepted, and taken as part of the Gains and Increase accruing by the said joynt Trade. And further, That if any Money or other things in Partnership between them the said *A.B.* and *C.D.* shall be imbezled, wasted, purloined, or spoiled by the Apprentice or Apprentices, or other Agent or Servant of the said Copartners, or either of them, Then and in that Case the loss and damage thereby happening shall be equally born and sustained by the said Copartners. And that it shall and may be lawful to and for each and either of the said Partners to have and take in turns one or more Apprentice or Apprentices or Covenant Servant, to be employed in and about the Business of the said joynt Trade, who shall be at the Command of both the said Partners. And that all Moneys or other things to be had or taken with any such Apprentice, shall go and be received to and by both the said Copartners share and share alike, and shall to that end be brought into the joynt Stock. And each and either of them the said *A.B.* and *C.D.* doth hereby for himself respectively, and for his several and respective Executors and Administrators further Covenant, Promise and Agree to and with the other of them, his Executors and Administrators by these Presents, as followeth; (that is to say) That neither of them the said Partners shall at any time sell or deliver out upon trust,

All Securities to be taken in their joynt Names.

Liberty to take out of the Proceed of the Stock.

The defraying of Charges.

If any thing be wasted or imbezelled, each to bear a part of the loss.

To take Apprentices.

Not to sell or deliver upon Trust when forewarned.

Nor discharge
any Debt or
Security.

Nor compound
any Debt with-
out consent.

To account
once a year.

When finished
to be entred
into two fair
Books, and sub-
scribed by each
Party.

trust, and without ready Money, any thing belonging to their joynt Stock and Estate, or trust out or lend any Money out of the said Stock to any Person or Persons whereof the other of them shall forewarn him, and give notice to the contrary, but at the only hazard and peril of him so trusting the same; And the loss and damage thereby accruing shall be by him only sustained and made good and not by the joynt Stock. And that neither of them the said Copartners shall at any time, without consent of each of them, release or discharge any Debt, Duty, or Sum of Money which shall be due or owing to them on their joynt Accompt, or any part thereof, or any Securities given for the same, but only such and so much as shall be actually received and brought into the joynt Stock. Nor shall either of the said Partners Compound or Agree to accept Part for the Whole of any Debt, Duty, or Sum of Money to them joyntly owing or payable, without the Consent and Approbation of the other of them thereto in writing first had and obtained. And that neither of the said Copartners shall at any time, during the Continuance of this Copartnership, and before a final Partition made between them, become Bound, Bail, or Surety for, or with, or to any Person or Persons whatsoever, either by Bond, Bill, Promise or otherwise, without the privity or consent of the other of them thereto in writing first had and obtained. And moreover, the said Parties to these Presents are agreed, and each and either of them hereby covenanteth and granteth for himself, his Executors and Administrators, to and with the other of them, his Executors and Administrators, as followeth, (*viz.*) That each and either of them the said *A. B.* and *C. D.* shall and will once in every Year yearly, during this intended Copartnership, at the Feast day of the Annunciation of our blessed Lady the Virgin *Mary*, or within Twenty days then next coming, joyn with the other of them the said Parties, and perform and do whatsoever to him belongeth, or in him lyeth, for making and passing a true, plain, and perfect Accompt and Reckoning between them of and concerning all his and their Buyings, Sellings, Trading and Dealings for, upon, or by reason of their joynt Accompt, and relating to their said Copartnership, and of all and every such Stock, ready Money, and things as concern or shall then be employed in and about the same, and of the Gains, Profit, and Increase thereof, and also of the Charge, Damage, Losses, and Expences happening or accruing thereby; and likewise of all Debts owing or payable to and by the said Copartners, for, upon, or in respect of their said joynt Trade and Dealing, To the intent it may appear how and in what State and Condition they then stand in reference to their said Copartnership and joynt Stock: And upon the finishing and perfecting of every such Accompt, the same shall be fairly written and entred into two several Books for that purpose to be provided, both of which said Books shall be subscribed by the said *A. B.* and *C. D.* and one of them so subscribed shall remain with the said *A. B.* and the other of them so subscribed shall remain with the said *C. D.* Which said Accompts so passed and subscribed, shall not be called in question, or in any wise controverted, unless some special Error or Mistake shall evidently and plainly appear to have therein escaped, and that the same Error shall be

be discovered and certified in the life time of both the said Copartners, and not otherwise. ~~Provided~~ always, and it is expressly Agreed, Conditioned and Concluded by and between the said Parties to these Presents, And the true intent and meaning of the said Parties, and of these Presents, was and is hereby declared to be, That if either of them the said Parties to these presents shall happen to dye and depart this life before the said Term of Twenty Years, intended for this Copartnership, shall by course of time run out and expired, and before a final Accompt and Partition shall be made and passed between them of all Matters and Things relating to their said joynt Trade and Copartnership, yet nevertheless no benefit or advantage of Survivorship shall accrue unto, or be had or taken by the other of them in any wise whatsoever, any Law, Usage or Custom, or any thing herein contained to the contrary hercof notwithstanding. And it is also provided, conditioned, and agreed by and between the said Parties to these Presents, And each and either of them doth hereby for himself respectively, and for his several and respective Executors and Administrators, Covenant, Promise and Grant to and with the other of his Executors and Administrators, by these Presents, That if either of them the said Copartners shall happen to dye and depart this Life before the Feast day of No Survivorship, but the same shall be passed in case of death. which shall be in the year of our Lord (at which time, or within Twenty days after the first Accompt to be made and passed between them) Then the surviving Partner, his Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the Executors or Administrators of the Partner so deceasing, the Moiety of the said joynt Stock of 1000*l.* together with Interest for the same at the rate of 5*l.* per Cent. pro Anno, to be accounted from the time of the Decease of such Copartner, as followeth, viz. One Moiety or half part at the end of Six months next after such Decease, and the other Moiety or half part next after One year after such Decease; And shall also pay, or cause to be paid to the Executors or Administrators of the Partner so deceasing at the several times aforesaid, with Interest at the rate aforesaid, one Moiety or half part of the Sum of But the Moiety to be paid by the survivor, with Interest. by them paid for Materials and other things, now remaining and being in and about the Shop and Messuage or Tenement wherein the said joynt Trade is intended to be followed: And also One Moiety or half part of the Sum of 40*l.* by them also paid for a Fine or Income for the same Messuage or Tenement. And the surviving Partner shall have, take, and enjoy to his own proper use and behoof the said Messuage or Tenement, and the said Materials and other things by them bought as aforesaid: And also all the Goods, Wares, Debts, ready Mony, and things then in Stock, and within the compals of this Copartnership, without rendring any Accompt thereof to the Executors or Administrators of the said deceased Partner. And if any Debts shall be owing by the said Copartners in their joynt Accompt, such surviving Partner shall satisfy and pay the same within six Months next after such decease, or as soon as such Debts shall become due, and thereof and therefrom, and of and from the Rent and Covenants reserved and contained in and by the Lease or Conveyance whereby the said Messuage or Tenement is held, shall at all times then after save and keep harmless the Heirs, Executors, The Survivor to pay the Debts. and

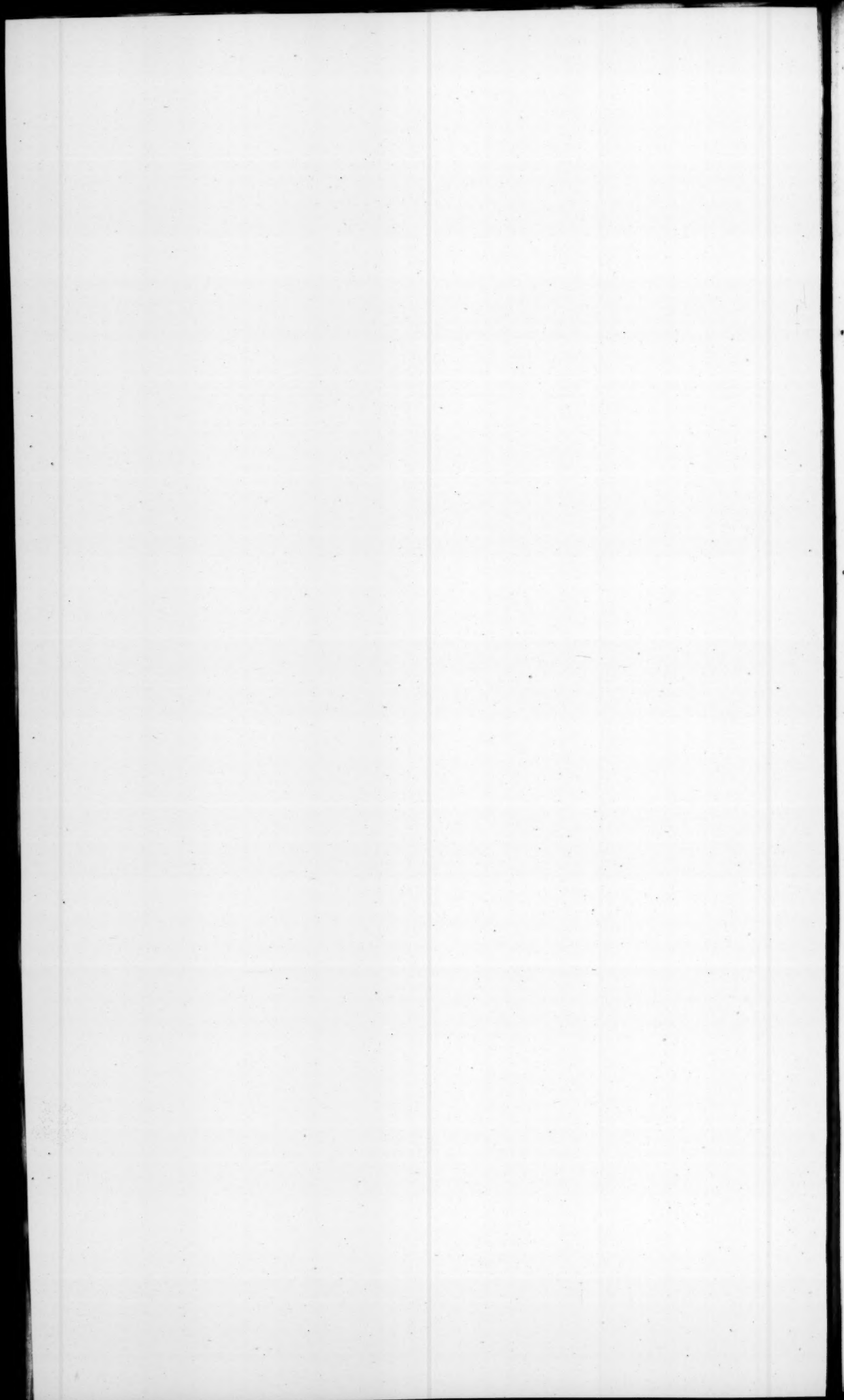
And hold the
House to his
own use.

And pay the
Overplus to the
Executor of the
Survivor.

The Survivor
to enter into
Bond to pay his
part, to pay the
Executor of the
deceased.

The Executor
to Release.

and Administrators of the said deceased Partner. And further, if either of the said Parties to these Presents, shall happen to dye during the said Twenty Years intended for the Copartnership, and after an Accompt shall have been passed between them, Then in that Case the surviving Partner shall have, take, and enjoy to his own use the aforesaid Messuage or Tenement, and the said Materials, and other things by them bought as aforesaid, and also all the Goods, Wares, ready Mony, and things which upon the last Accompt casting up, before such Death happen, shall appear to be in Stock and Copartnership between them, and shall pay and satisfie to the Executors or Administrators of the deceased Partner, so much Mony as the Part, Share, or Dividend of such deceased Partner did amount unto at the time of such last Accompt made: And the said surviving Partner shall satisfie and pay to the Executors or Administrators of the said deceased Partner, the said Part and Share of the aforesaid Stock, in manner following, *viz.* One third part thereof (the whole into three equal parts to be divided) at the end of Six Calender Months next ensuing such death; One other third part thereof at the end of Twelve Calendar Months next coming after such decease; And the other third part thereof at the end of Eighteen Calender Months next after such Death, together with Interest for each third part, after the rate of *5 l. per Cent. pro Anno*, to be accounted from the time of such Decease, until the several times of Payment. And the said surviving Partner shall also satisfie and pay to the Executors or Administrators of the said deceased Partner, One Moiety or half part of such Sum and Sums of Money, as the said Materials and other things by them bought as aforesaid, and as the Fine for the said Messuage or Tenement shall by two indifferent Persons (whereof each party to chuse one) be appraised or valued at, within Four Months next after such his Decease. And for securing the said several Payments accordingly, the said surviving Partner shall, within Twenty days next after such Death, enter into and become bound in and by Four several Bonds or Obligations of usual Penalties to the said Executors or Administrators of the said deceased Partner, for payment of the same accordingly upon sealing and executing of which said Bonds, and securing the said Executors and Administrators of the deceased Partner, of and from the yearly Rent and Sum of reserved and payable in and by the Indenture of Lease, whereby the said Messuage is holden wherein the said joynt Trade is to be managed, and of and from all Covenants therein contained: And also of and from the joynt Debts owing or payable by the said Copartners on their joynt Accompt at the time of such Death, The same Executors or Administrators shall and will Assign, Release, and Quit-claim to the said surviving Partner, all their Right, Title and Interest, Claim, Benefit, and Demand of, in and to the said Messuage or Tenement, and to the said Materials and other things by them bought as aforesaid, and of, in and to the said partible Stock and Estate, and all Matters and Things thereunto belonging, without fraud or delay. And furthermore, it is concluded and Agreed by and between the said *A. B.* and *C. D.* and each and either of them doth hereby for himself respectively, and for his several and respective Executors and Administrators, Covenant, Promise and Grant, to and with the other of them, his Executors and Administrators



nistrators, by these Presents, in manner and form following, (That is to say) That upon the Expiration of the Term agreed for this Copartnership, viz. at or upon the Feast day of the Annunciation of our blessed Lady the Virgin Mary, which shall be in the Year of our Lord or within Twenty days then next ensuing, a final Accompt, Partition, and Division shall be made and passed by and between the said Copartners, of, for and concerning all such Goods, Wares, ready Money, and Things as shall be then due, owing, or belonging unto the said joynt Stock and Trade, or to the said Copartners in respect thereof, or in any wise relating thereunto, and also of and for all such Debts, Dues, and Sums of Money, as by reason of their said joynt Trade shall be contracted, and be by them owing to any Person or Persons, and likewise of and for all the Gains and Increase, Damages and Losses happening or accruing by, through, or in respect of the said partible Trade and Copartnership, so that the true State thereof may appear, and what and how much thereof shall then belong to each party: And then and thereupon, after all Debts, Sums of Money owing on the Accompt of, or by Virtue of the said Copartnership shall be paid, the said A. B. his Executors and Administrators shall have and take to his and their own proper use and behoof, One Moiety or half part (the whole into two equal parts to be divided) of all things then in Stock between them; And the said C. D. his Executors and Administrators, shall likewise then have and take to his and their own proper use and behoof, the other Moiety or half part of all the said Goods, Wares, and Things then in Stock between them. And as for the Debts which shall be then due and owing unto them on their joint and partible Accompt, They the said Copartners shall as equally as may be, divide and part the same into two equal Shares, and then and thereupon shall cast Lots for the same; And the Debts which by such Lot shall fall out to the said A. B. his Executors or Administrators, together with the Securities concerning the same, shall be assigned and set over to the said A. B. his Executors or Administrators, and he or they shall be fully impowered to receive the same to his and their own use and behoof, without any let or hindrance, of or by the said C. D. his Executors or Administrators; And the Debts which by such Lot shall fall out to the said C. D. shall be assigned and set over, together with the Securities concerning the same, to the said C. D. his Executors or Administrators, and he or they shall be fully impowered to receive the same to his and their own use and behoof, without any let or hinderance of or by the said A. B. his Executors or Administrators, and that according to the true intent and meaning of these Presents. And moreover, That they the said Copartners, their Executors or Administrators, shall within Six Months next after such Accompt and final Partition and Division made and passed, or as soon after as the same shall become due, satisfy and pay his and their proportionable part and share of all Debts, Dues, and Sums of Money which then shall be due or owing by or from them the said Copartners upon their joynt Accompt, and in respect only of their said Copartnership, and thereof and therefrom shall always save and keep harmless each other, and the Executors and Administrators of each other, according to the purport, true intent and

At the end of the Partnership a final Accompt to be made.

The Debts to be divided by Lots.

Each to assign over to the other.

To pay off all the Debts in six Months time.

Y y meaning

To cast Lots
for the House
and Shop.

The one to pay
the Moiety to
the other.

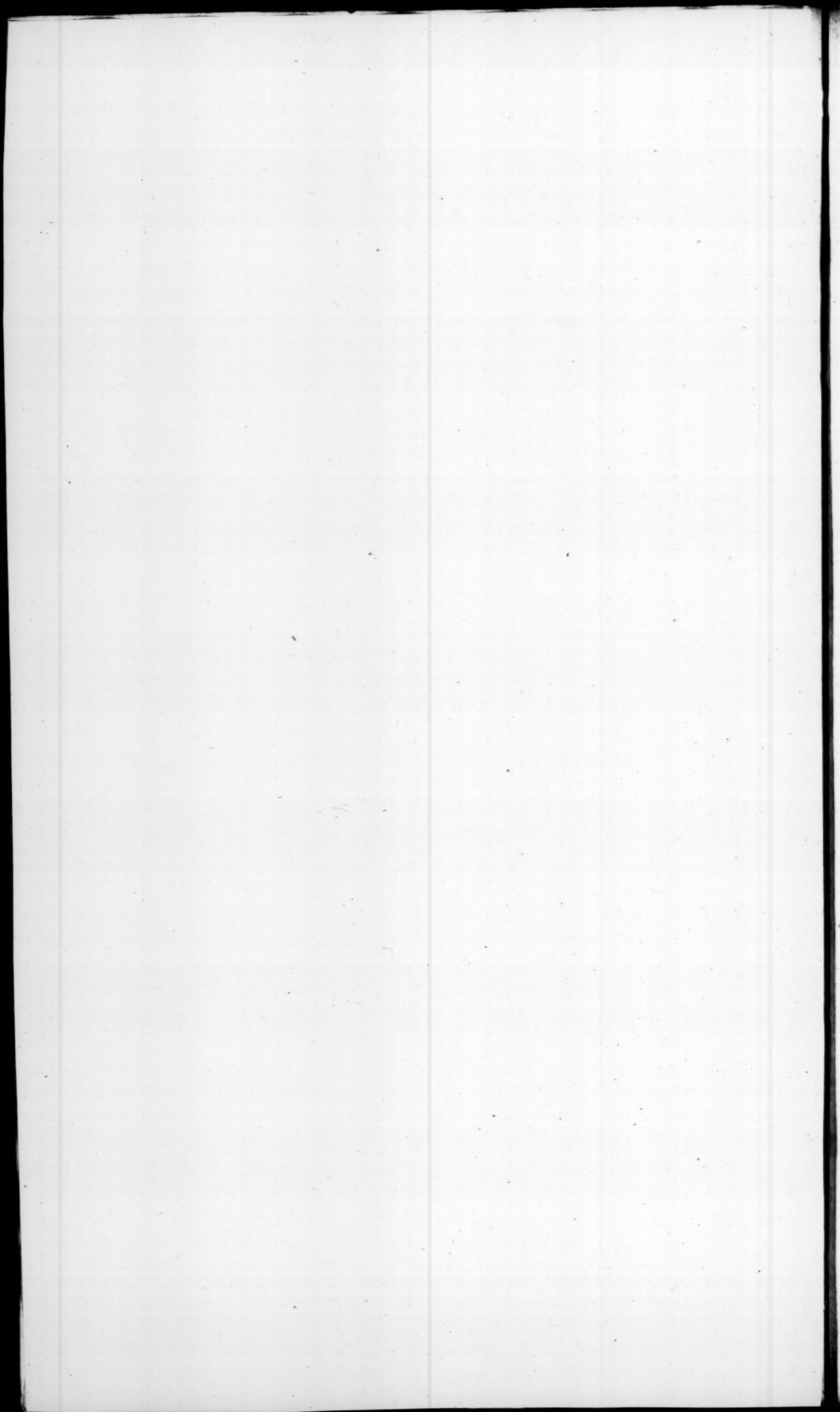
If any Doubt
arise it shall be
referred to Ar-
bitrators.

Or an Umpire
to be chosen by
the Arbitrators.

Neither shall
they Commence
any Suit in any
Court, until a
Reference to
the Arbitrators.

meaning of these Presents. And furthermore, That the said Copartners shall at the time of making such final Accompt as aforesaid, cast Lots who shall have hold, and enjoy the said Messuage or Tenement wherein the said joynt Trade and Copartnership is to be followed, together with the Materials by them bought as aforesaid; And that the Partner to whom by such Lot the said Messuage and Things shall fall out and appertain, his Executors or Administrators shall within Forty days then next ensuing, pay or cause to be paid unto the other Partner, his Executors or Administrators, one Moiety or half part of so much lawful Mony of *England* as the said Materials, and other things by them bought as aforesaid, and as the Fine for the said Messuage or Tenement for the then Remainder of the Term of Years for which the same is holden shall be appraised and valued at by two indifferent Persons (whereof each of them the said Partners to choose one.) And lastly, It is mutually Covenanted, Concluded and Agreed by and between the said Parties to these Presents for themselves, their Executors and Administrators, That if any Doubt, Question or Controversie shall happen or arise between the said Copartners for, about, or concerning this present Indenture, or any Covenant, Clause, Sentence, Promise, Condition or Agreement herein comprised, or any defect or want of Explanation of any Matter or Thing relating to this Copartnership, That then and in such Case, and as often as any such Doubt, Question, Controversie or Difference shall arise or happen, the same shall be referred unto two indifferent Persons to be nominated and chosen from time to time by the said Copartner within Ten days next after such Doubt or Controversie shall arise or happen (each and either of the said Partners to choose one) to be by the same two Persons so indifferently chosen, heard, discussed and determined: Or else by an Umpire to be nominated and appointed by the said two indifferent Persons, in Case they themselves cannot agree and compose the same; And that each and either of them the said Copartners, and his respective Executors and Administrators, shall and will stand to, abide, perform and keep such Order and Determination therein as the said two indifferent Persons, or the said Umpire so to be chosen as aforesaid shall make and give up between them the said parties Referrers, So as the Order, Judgment and Determination of the said two indifferent Persons or Umpire, of or concerning the Premises, be from time to time made and set down in writing under the Hands and Seals of the same two indifferent Persons within Twenty days, or under the Hand and Seal of the Umpire within Ten days next after any such Doubt, Question, or Controversie shall be referred to them or him respectively; And that neither of the said Parties to these Presents shall Commence or bring an Accompt or Suit, Nor seek any remedy whatsoever, either in Law or Equity, to be relieved in the Premises before such Doubt, Question, and Controversie shall be put to such Reference or Arbitrament, as aforesaid. In witness whereof the said Parties to these present Indentures interchangeably have set their Hands and Seals the Day and Year first above written.

Provision



Provision to Raise Portions.

TO the use of the said *J. E.* and the Heirs Males of his Body lawfully issuing; And for default of such Issue, to the use of the said *W. E.* and his right Heirs for ever. And as touching the said several and respective Terms for Five hundred years herein before limited to them the said *A. B.* and *C. D.* upon failure of Issue male of the Body of the said *W. M.* on the Body of the said Dame *Jane* to be begotten or born after his Death, It is declared and agreed, that the same is so limited to them upon the Trusts and to the Intents and Purposes, and under the Provisoes herein after declared and expressed: That is to say, That in Case the said *W. E.* shall happen to depart this Life, leaving no Issue male of him begotten on the Body of the said Dame *Jane*, or born after his Death; Or if the Issue male between them begotten shall happen to dye without Issue male of their Bodies lawfully issuing before they shall attain their several Ages of One and twenty years, or be married, And that there shall be one or more Daughter or Daughters of the Body of the said *W. E.* on the Body of the said Dame *Jane* begotten, then such Daughter and Daughters respectively shall have the Portion and Portions, Sum and Sums of Money herein after limited and appointed; That is to say, That if there shall be but one such Daughter only, and no more, then such only Daughter to have the Sum of 5000 *l.* for her Portion. And if there shall be two such Daughters or more, then all the said Daughters to have the Sum of 5000 *l.* for their Portions, to be equally divided amongst them, share and share like; the said Portion and Portions to be respectively payable and paid to the said Daughter and Daughters at her or their several and respective Age or Ages of Eighteen Years, or day or days of Marriage which shall first and next happen, Provided the said Daughter or Daughters marry with the content and good liking of the said *W. E.* if he shall be then living: And in Case the said Portion or Portions shall not be respectively paid accordingly, That then and from thenceforth they the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, shall and may out of the Rents, Issues and Profits of the Premises to them respectively limited as aforesaid, or by Leases, Mortgages or Sails thereof, or any part or parcel thereof, raise and pay the said Portion or Portions. And that in the mean time, until such Portion or Portions shall respectively become payable as aforesaid, they the said *A. B.* and *C. D.* their Executors, Administrators, and Assigns, shall and may out of the Rents, Issues and Profits of the said Premises, raise convenient Maintenance for such Daughter and Daughters, according to their degree and quality, until the said Portion of the said Daughter or Daughters shall or should, by the true intent and meaning of these Presents, be paid as aforesaid: And after the said Portion or Portions, and Maintenance to and for the said Daughter and Daughters shall be raised and paid as aforesaid, they the said *Sir W. E.* and *Tho. B.* their Executors, Administrators, and Assigns shall and will stand and be possessed of and in the Premises to them limited as aforesaid, or of so much thereof as shall remain unfold or undisposed of as aforesaid, for and during all the rest and residue of

To the Heirs Males.

Upon failure of Issue male, then for 500 years to Trustees to raise Portions for Daughters.

When they attain 21. or be married.

Provided such Daughter marry with consent.

Power to Lease Mortgage or Sell.

Power to raise Money for their Maintenance.

After the Portions are discharged, then the Term of 500 years to attend the Inheritance.

the said Term of 500 Years then to come and unexpired upon trust, to go along with, fall into, and attend upon the Freehold and Inheritance thereof, immediately expectant on the said Term, according to the Uses and Estates thereof herein before limited and declared.

A Marriage Settlement. on Articles after marriage.

A Settlement
after Marriage,
pursuant to Ar-
ticles by Lease
and Release.

Marriage had.
Natural Love.

For a Joynture
in Recompence
of Dower.

Marriage Por-
tion.

In pursuance
and perform-
ance of Articles.

Release in ac-
tual possession by
virtue of a Bar-
gain and Sale
for a Year.

The Particulars
Released.

This Indenture Tripartite made the Tenth day of May, Anno Domini 1666. and in the Eighteenth Year of our Sovereign Lord Charles the Second, by the Grace of God of England, Scotland, France and Ireland King, Defender of the Faith, &c. Between A. B. of G. in the County of Lincoln, Esq; and Jone his Wife of the first part; C. D. of &c. and E. F. of &c. of the second part; and G. H. of &c. and J. K. of &c. of the third part, Witnesseth that the said A. B. for and in Consideration of a Marriage already had and solemnized between him the said A. B. and the said Jone his Wife, and for the Natural Love which he hath and beareth unto Thomas and Elizabeth B. Son and Daughter of him the said A. B. and such other Children which shall be by him begotten on the Body of the said Jone, And for the settling the Mannors, Lands, and Tenements herein after mentioned, in such manner and form as herein after is expressed and contained, and for the settling a Joynture unto and upon the said Jone in Case she happen to Survive the said A. B. in lieu, recompence, and full satisfaction of all such Dower or Thirds at the Common Law, or as by Custom or otherwise which she the said Jone shall or may have or Claim out of the Mannors, Lands, or Tenements whatsoever of the said A. B. And in Consideration of the Sum of 5000*l.* of good and lawful Mony of England to him in hand paid, or secured to be paid, as the Marriage Portion of the said Jone by the said G. H. Father of the said Jone, at and before the enfealing and delivery of these Presents, The receipt and securing whereof the said A. B. hereby acknowledges, and thereof and of every part and parcel thereof doth hereby release, acquit, exonerate and for ever discharge the said G. H. his Heirs, Executors, and Administrators: And in pursuance and full performance of certain Articles of Agreement had and made the First day of April, Anno Domini 1662. between the said A. B. then by the Name of A. B. of &c. of the one part, and the said G. H. of the other part; And for divers other good Causes and valuable Considerations him the said A. B. hereunto specially moving, Hath granted, bargained, sold, aliened, released, enfeoffed, quit claimed and confirmed, and by these Presents doth grant, bargain, sell, alien, release, enfeoff, quit claim and confirm unto them the said C. D. and E. F. and their Heirs in their actual and peaceable possession and seisin now being by virtue of one Indenture of Bargain and Sale for One Month to them made by the said A. B. by Indenture bearing date the Day next before the date of these Presents; And by virtue and force of the Statute made and provided for the transferring of Uses into possession, all those the Mannors or Lordships of great W. &c. and all his Lands, Tenements, and Hereditaments what-

whatsoever, situate, lying and being in *S.* aforesaid; And also the Ad-
vowsons, Donations, Right of Patronage and free Disposition of the
Churches, Rectories and Parsonages of *S. W. &c.* aforesaid; and all o-
ther his Mannors or Lordships, Messuages, Lands, Tenements and
Hereditaments whatsoever, set, situate, lying and being within the
Towns, Fields, Parishes, Hamlets, Liberties, Precincts and Territo-
ries of *S. W. &c.* any or either of them in the said County of *S.* And
also all and singular Messuages, Cottages, Houses, Edifices, Buildings,
Dove-houses, Barns, Stables, Orchards, Gardens, Yards, Lands, Te-
nements, Meadows, Pastures, Feedings, Commons, Woods, Under-
woods, Rents, Reversions, Services, Courts Lect, Courts Baron,
Views of Frankpledge, Perquisites and Profits of Courts and Leers,
Wayiffs, Estrays, Goods and Chattels of Felons, Fugitives and Out-
lawed Persons, Felons of themselves, Wards, Marriages, Reliefs, Es-
cheats, Fines, Herriots, Amerciaments, Profits, Commodities, Ad-
vantages, Emoluments and Hereditaments whatsoever to the said Mai-
nors or Lordships, Messuages, Lands and Premises, or any of them be-
longing or in any wise appertaining; And the Reversion and Reversions,
Remainder and Remainders of all and singular the said Premises, and all
the Estate, Right, Title, Interest, Trust, Property, Claim and De-
mand whatsoever of the said *A. B.* of, in and to the same, and of,
in or unto any part or parcel thereof, *To have and to hold* the said
Mannors or Lordships, Advowsons, Messuages, Lands, Tenements,
Hereditaments, and all and singular the said Premises, with their and
every of their Appurtenances, and every part and parcel thereof, unto
them the said *C. D.* and *E. F.* their Heirs and Assigns for ever upon the
Trusts hereunder, and subject to the Provisoes, Limitations and A-
greements herein after in these Presents limited, declared and expres-
sed; That is to say, To the use of the said *A. B.* for and during the
Term of his Natural Life, without impeachment of and for any man-
ner of Waste, and with full power to do or commit waste. And from
and after the Expiration or other sooner Determination of the Estate
for the Life of the said *A. B.* then to the use of them the said *C. D.* and
E. F. and their Heirs, for and during the Natural Life of the said *A. B.* to the
intent to preserve the contingent Uses and Estates herein after limited,
from being defeated or destroyed; and to that end to make Entries
as the Case shall require, but nevertheless to permit and suffer the said
A. B. to receive and take the Rents, Issues and Profits thereof during
his Natural Life; And from and after his decease, as for and concern-
ing all that the said Graunge, commonly called *B. Graunge*, with all
and singular its Rights, Members, and Appurtenances whatsoever, set,
situate, lying or being within the Town, Fields, Parish, Precincts
or Territories of *B.* aforesaid, or elsewhere, in the said County of *S.*
to the use and behoof of her the said *Jone B.* for and during the Term
of her Natural Life, in lieu, recompence and full satisfaction of all
such Dower or Thirds which she the said *Jone* shall or may have, or
claim out of any the Mannors, Lands or Tenements whatsoever of
the said *A. B.* And from and after her decease to the use of the said
Tho. B. Son and Heir apparent of the said *A. B.* and the Heirs males
of his Body lawfully to be begotten; And for default of such Issue,
to the use and behoof of the second Son of the said *A. B.* on the Bo-
dy of the said *Jone* to be begotten, and the Heirs males of the Body of
such

Advowsons,
Rectories, &c.

General words.

Re'vise of the
Reversions.

Habendum.

Upon Trusts.

To *A. B.* for life,
with power to
commit waste.

After the Expi-
ration or sooner
Determination
of the Estate for
Life, then to
the Trustees for
the life of *A. B.*
to preserve the
contingent Uses
and Estates.
And to make
Entries.

But to suffer *A.
B.* to take the
Rents, Issues,
and Profits to
his own use.

After his death,
then as to part
to his Wife for
her Joynture.

And after her
decease, then to
the use of *T. B.*
their first Son in
Tail male and
so to the Tenth.

such second Son lawfully to be begotten : And for default of such Issue, to the use of the third Son of the Body of the said *A. B.* on the Body of the said *Jone* to be begotten, and the Heirs males of the Body of such third Son lawfully issuing : And for default of such Issue, to the use of the fourth, fifth, sixth, seventh, and all and every other Son and Sons of the Body of the said *A. B.* on the Body of the said *Jone* to be begotten, severally and respectively one after another, as they and every of them shall be in Seniority and Priority of Age and Birth, and of the several and respective Heirs males of the Body and Bodies of all and every such Son and Sons lawfully issuing ; The eldest of such Son and Sons, and the Heirs males of his Body issuing being always preferred before the younger of such Son and Sons, and the Heirs male of his and their Body and Bodies lawfully issuing : And for default of such Issue, to the use of them the said *G. H.* and *J. K.* for and during the Term of 500 Years upon the Trusts, and to the Intent and Purposes, and for the Payments in that behalf herein after mentioned and expressed : And from and after the expiration, or other sooner determination of the said Term of 500 Years, To the use of the said *A. B.* and the Heirs males of his Body lawfully issuing : And for default of such Issue, to the use of *C. B.* Brother of the said *A. B.* and the Heirs males of his Body lawfully issuing : And for default of such Issue, to the use of the said *A. B.* and his right Heirs forever. And as for and concerning all the rest and residue of the said Mannors or Lordships, Messuages, Lands, Tenements and Hereditaments with their and every of their Appurtenances, and all and singular the said Premises not herein before settled in Jointure unto and upon the said *Jone*, to the use of the said *T. B.* Son and Heir apparent of the said *A. B.* and the Heirs males of his Body lawfully issuing ; And for default of such Issue to the use of the second Son of the Body of the said *A. B.* on the Body of the said *Jone* to be begotten, and the Heirs males of the Body of such second Son lawfully issuing ; And for default of such Issue, to the use of the third Son of the Body of the said *A. B.* on the Body of the said *Jone* to be begotten, and the Heirs males of the Body of such third son lawfully issuing ; And for default of such Issue, to the use of the fourth, fifth, sixth, seventh, and all and every other Son and Sons of the Body of the said *A. B.* on the Body of the said *Jone* to be begotten severally and respectively one after another, as they and every of them shall be in Seniority and Priority of Age and Birth, and of the several and respective Heirs males of the Body and Bodies of all and every such Son and Sons lawfully issuing ; The eldest of such Son and Sons and the Heirs males of his Body lawfully issuing, beings always preferred before the younger of such Son and Sons, and the Heirs males of his and their Body and Bodies lawfully issuing ; And for default of such Issue, to the use of the said *Jone B.* in case she shall be *Enseint* or with Child at the Decease of the said *A. B.* until she shall be delivered of such Child or Children, or dye, which shall first and next happen : And if such Child or Children shall be a Son or Sons, then to the use of such after born Son or Sons, and the Heirs males of his or their Bodies lawfully issuing, the eldest of such Sons, and the Heirs males of his Body lawfully issuing, being always preferred before the younger of such Sons, and the Heirs males of his and their Body or Bodies lawfully issuing ; And for default of such Issue, to the use of them the said

And for default of such Issue, then a Term of 500 years.

After the Expiration or Determination of that Term, then to *A. B.* in tail male.

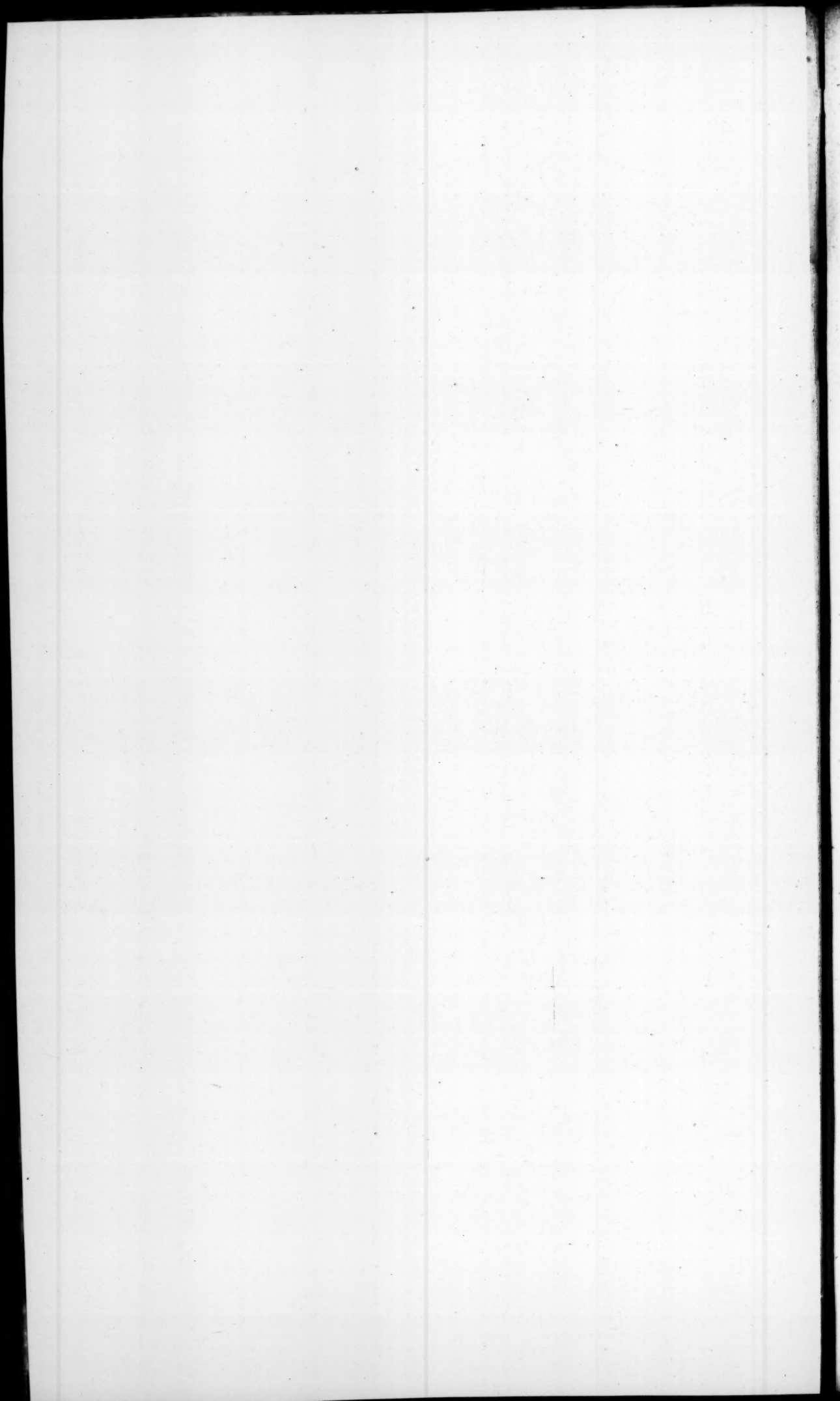
Remainder to *C. D.* in tail male.

Remainder to *A. B.* in fee.

As to the other part not in Jointure to *T. B.* the son in tail, and so to his tenth son.

And for default of Issue male, then to the wife in case she shall be *Enseint* at the death of *A. B.* until she be delivered of such Child, or dye.

If such after-born Child be a son, then to that Son in tail.



said *G. H.* and *J. K.* for and during the Term of 500 years, upon the Trusts and to the Intents and Purposes and for the payments in that behalf herein after mentioned and expressed. And from and after the Expiration or other sooner determination of the said Term of 500 years, To the use of the said *A. B.* and the Heirs males of his Body lawfully issuing. And for default of such Issue, &c.

After the end or other determination of that Term, then to *A. B.* in Tail. The uses of the Terms.

And so it goes on as in the beginning of the next precedent President, until it come to the Term of 500 Years then to come and unexpired upon trust to go along with, fall into and attend upon the Freehold and Inheritance thereof immediately expectant on the said several Terms, according to the Uses and Estates thereof herein before respectively limited and declared. Provided always, and upon Condition nevertheless, That if Land in Fee-simple or Fee-tail that shall be really and *bona fide* worth 4000 l. shall descend or come unto the said Daughter or Daughters from the said *A. B.* That the said *A. B.* shall otherwise leave the said Daughter or Daughters the Sum of 5000 l. or the value thereof; Or that the Person or Persons to whom the Freehold and Inheritance of the said Premises immediately expectant on the said several and respective Terms, according to the several limitations herein before contained, shall for the time being appertain, Do, or shall well, or to the good liking of the said *G. H.* and *J. K.* their Executors or Administrators, secure to be paid to the said Daughter or Daughters of the Body of the said *A. B.* on the Body of the said *Jone* begotten, all and every the several and respective Portion and Portions, Sum and Sums of Mony herein before limited and charged, or intended to be charged, and raised by and out of the Premises, for the Daughter and Daughters respectively, according to the intent and true meaning of these Presents; Or if the Issues Female of her the said *Jone* by the said *A. B.* begotten, shall all of them happen to dye before any of them shall attain to her or their Age or Ages of 18 Years, or be married with consent as aforesaid, That then in all and every the said Cases aforesaid, and at all times from thenceforth, the said several and respective Estates and Terms of 500 Years herein before limited to them the said *G. H.* and *J. K.* shall cease, determine, and be void. **Provided** also, and it is declared and agreed by and between all the said Parties to these Presents, That after the Death of the said *Jone B.* it shall and may be lawful to and for the said *A. B.* from time to time, by any Writing or Writings under his Hand and Seal, testified by two or more credible Witnesses, or by his last Will and Testament in Writing, published and declared in the presence of two or more credible Witnesses, to assign, limit, or appoint any part of the said Mannors or Lordships, Messuages, Lands, Tenements, Hereditaments and Premises, not exceeding in the whole 200 l. *per annum* unto, or to the use of any Woman or Women which he the said *A. B.* shall marry or take to Wife after the decease of the said *Jone*, for the Life or Lives of such Wife or Wives, for their Jointure or Jointures; Any thing herein before contained to the contrary hereof in any wise notwithstanding. **Provided** also, and it is further covenanted and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said *A. B.* from time to time, and at all times, so often as he shall think fit, by any Deed or Deeds indented, Sealed in the

Upon trust to go along with the Inheritance.

Provided that if Fee-simple Land of the value of the Portions shall descend to the Daughters, or that *A. B.* shall leave them 5000 l. Or he to whom the Inheritance is to descend, do pay or secure them 5000 l.

Or if the Daughters happen to dye before the Age of 18. Or married with consent. Then the terms of 500 years to cease.

Provido that *A. B.* may after his now Wives death, make a Jointure to another Wife. In the presence of two or more Witnesses.

Not exceeding 200 l. *per Annum*.

For her Jointure for her life only.

Provido to make Leases by Deed indented at the ancient Rent.

presence

presence of two or more credible Witnesses, to make any Lease or Leases, Demise or Demises, in present possession, and not in Reversion of all or any part of the said Mannors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments and Premises for the Term of One and twenty Years from the making thereof, without any Fine or Income, so as the best and most improved yearly Rent or Rents be thereupon reserved to be due and payable during the whole Term or Time of such Lease or Leases respectively; And so as such Lessee or Lessees do seal and deliver Counterparts of such Lease or Leases, all and every which said respective Rent and Rents, with the Counterparts of such Leases, It is hereby declared, covenanted and agreed, by and between all the Parties to these Presents, shall from time to time remain and come respectively to all and every such respective person and persons to whom the use and uses of the said Premises are before respectively limited or declared in or by these Presents, as aforesaid. And the said *A. B.* for himself, his Heirs and Assigns, and every of them, doth covenant, promise, grant and agree to and with them the said *C. D.* and *G. H.* their Heirs, Executors, Administrators and Assigns, and to and with every of them in manner and form following, That is to say, That he the said *A. B.* for and notwithstanding any act done by him, or by *C. B.* deceased, late father of the said *A. B.* to the contrary, now is, and standeth lawfully, rightfully and absolutely seized in his Demesne as of Fee-simple, of and in the said Mannors or Lordships, and all and singular the said Premises without any Condition, power of Revocation, Limitation to alter or change the same, the Jointure of *R. B.* Widow and Relict of the said *C. B.* and Mother of the said *A. B.* and all Leases made by the said *C. B.* and *A. B.* or either of them which are now in being, whereupon the usual and accustomed Rent is reserved always excepted and foreprized. And that he the said *A. B.* now hath in himself good right, full power, and lawful and absolute authority, for and notwithstanding any such act as aforesaid, to grant, convey, and assure the same Premises to the several and respective Uses, Intents and Purposes in these Presents mentioned, expressed and declared, And that the aforesaid Mannors or Lordships, Messuages, Lands, Tenements, Hereditaments, and all and singular the said Premises, with their and every of their Rights, Members and Appurtenances shall from time to time, and at all times hereafter remain, continue, and be to the several and respective uses upon the Trusts, and to the Intents and purposes with, under, and subject to the Provisoes and Conditions, Limitations and Agreements herein before in that behalf limited, declared and contained, freed and discharged, or otherwise well and sufficiently saved, defended and kept harmless and indemnified of and from all and all manner of Estates, Titles, Troubles and Incumbrances whatsoever, had, made, committed or done, or to be had, made, committed, or done by him the said *C. B.* or the said *A. B.* or any claiming, or to claim by, from or under them, or either of them (except before excepted) And further, That he the said *A. B.* his Heirs and Assigns, and all and every other person and persons lawfully claiming, or which shall claim by, from, or under him or his Heirs respectively, shall and will from time to time, and at all times hereafter upon reasonable request to him or them made, make, do or execute any further or other lawful and reasonable Conveyances

or

For 21 years.

Lessee to seal a
Counterpart.

The Leases and
Rents to come
to the persons
to whom the
uses are limited.
A Covenant
that for and
notwithstanding
ing, &c. he
stands seized of
an indefeasible
Estate of Inhe-
ritance.

Exception of a
Jointure and
Leases.

That *A. B.* hath
full power to
grant and con-
vey to the uses
aforesaid.

And that the
Premises shall
continue to the
several uses dis-
charged from
all Incumbran-
ces.

A Covenant
for further As-
surance.

or Assurances whatsoever of the said Premises, or any part thereof ; Which said further Conveyances and Assurances so to be made, and all Fines, Recoveries, Conveyances and Assurances already had, made, suffered, or executed of the said Premises, or any part thereof, are hereby declared and agreed to enure and be, and shall be adjudged, deemed, and esteemed to enure, and be to the Use and upon the Trusts herein before contained. And for the Corroborating of these Presents, and the Estates hereby limited and appointed ; and to or for no other Uses, Intents, or Purposes whatsoever.

The further Assurances to be made, and all Fines, &c. already executed to be to the uses aforesaid.

NOW this Indenture Witnesseth, That it is hereby covenanted, concluded upon, and mutually agreed by and between the said Parties to these Presents, And the said G. S. T. R. and W. R. and every of them, doth for himself, his Executors, Administrators and Assigns, covenant and grant to and with the other of them respectively, their and every of their several and respective Executors, Administrators, and Assigns, by these presents, That if it shall happen either of them the said G. S. T. R. and W. R. to dye or depart this transitory Life before the other of them, Then in such Case the Survivor or Survivors of them shall not have or take any Benefit or Advantage at all of or by his or their Survivorship in this behalf, But the demised Premises shall remain and be in the same State or Condition as if all the said Parties to these Presents were living, And the Executors, Administrators, or Assigns of either of them so dying or departing this Life in point of time before the other of them, shall and may have alike equal part and share and proportion of the said Premises, with all and singular the Profits, Commodities, Advantages and Priviledges thereunto belonging, or therewithal in the said recited Indenture demised, or meant, mentioned, or intended to be demised thereby, as aforesaid, And that in such Case, and the like manner, and as fully and absolutely to all Intents, Constructions and Purposes as if every of them the said G. S. T. R. and W. R. were or shall be still living, and not otherwise. And it is likewise hereby further mutually agreed by and between each of the said Parties to these Presents, And the said G. S. T. R. and W. R. do, and every of them doth for himself, his Executors, Administrators and Assigns, covenant, promise, and grant to and with the other of them, their and every of their Executors, Administrators and Assigns by these presents, That every one of them, their and every of their Executors, Administrators and Assigns respectively, shall and will from time to time, and at all times from henceforth, when and as often as it shall grow due, pay, satisfy and discharge unto the said E. A. his Executors, Administrators or Assigns his and their proportionable part of the yearly Rent for the demised Premises, And also shall and will from time to time, and at all times from henceforth, bear, pay, and allow his and their proportionable Rate and Share of all such necessary Charges and Disbursements to be employed and laid out in and about the Premises, as they the said G. S. T. R. and W. R. or any two of them, the Executors, Administrators, or Assigns of them, or any

A Covenant that there shall be no Survivorship in a Lease amongst Coparceners.

No benefit of Survivorship.

The Executors to have an equal part.

In the same manner as if all the Lessees were living.

A Covenant to pay the proportionable part of the yearly Rent, And a proportionable share of all necessary Charges and Disbursements to be expended about the Premises.

In such manner
as two of the
three shall ap-
point.

A Covenant
that one will not
dispose of his
part without
the consent of
the other two
not disposing.

two of them, shall under their Hands in writing, direct and appoint to be expended, disbursed, or laid out in or about the demised Premises, or any part thereof, during the said Term, or touching or concerning the same in any wise. And it is also hereby further mutually agreed by and between each of the said Parties to these Presents, And the said G. S. T. R. and W. R. do, and every of them doth for himself, his Executors, Administrators and Assigns, covenant, promise, and grant, to and with the other of them, their and every of their Executors, Administrators and Assigns by these Presents, That they the said G. S. T. R. and W. R. any or either of them the Executors, Administrators, or Assigns of them, or any or either of them respectively, shall not, and will not at any time or times hereafter, during the Continuance of this present Demise, dispose of, let, set, assign, pass over, or otherwise depart with the Term of years of and in the Premises in and by the said recited Indenture granted, or thereby meant, mentioned, or intended to be made or granted as aforesaid, or any part thereof, or their; any or either of their Estate, Right, Title, Interest, Claim or Demand whatsoever, of, in, or to the same unto any other person or persons whatsoever, without the special licence and consent of the other two Parties not so disposing, letting, setting, assigning, passing over, or departing with their, or either of their Term, Estate, or Interest of, in, or to the said demised Premises in writing under their Hands and Seals first had and obtained thereunto. In witness, &c.

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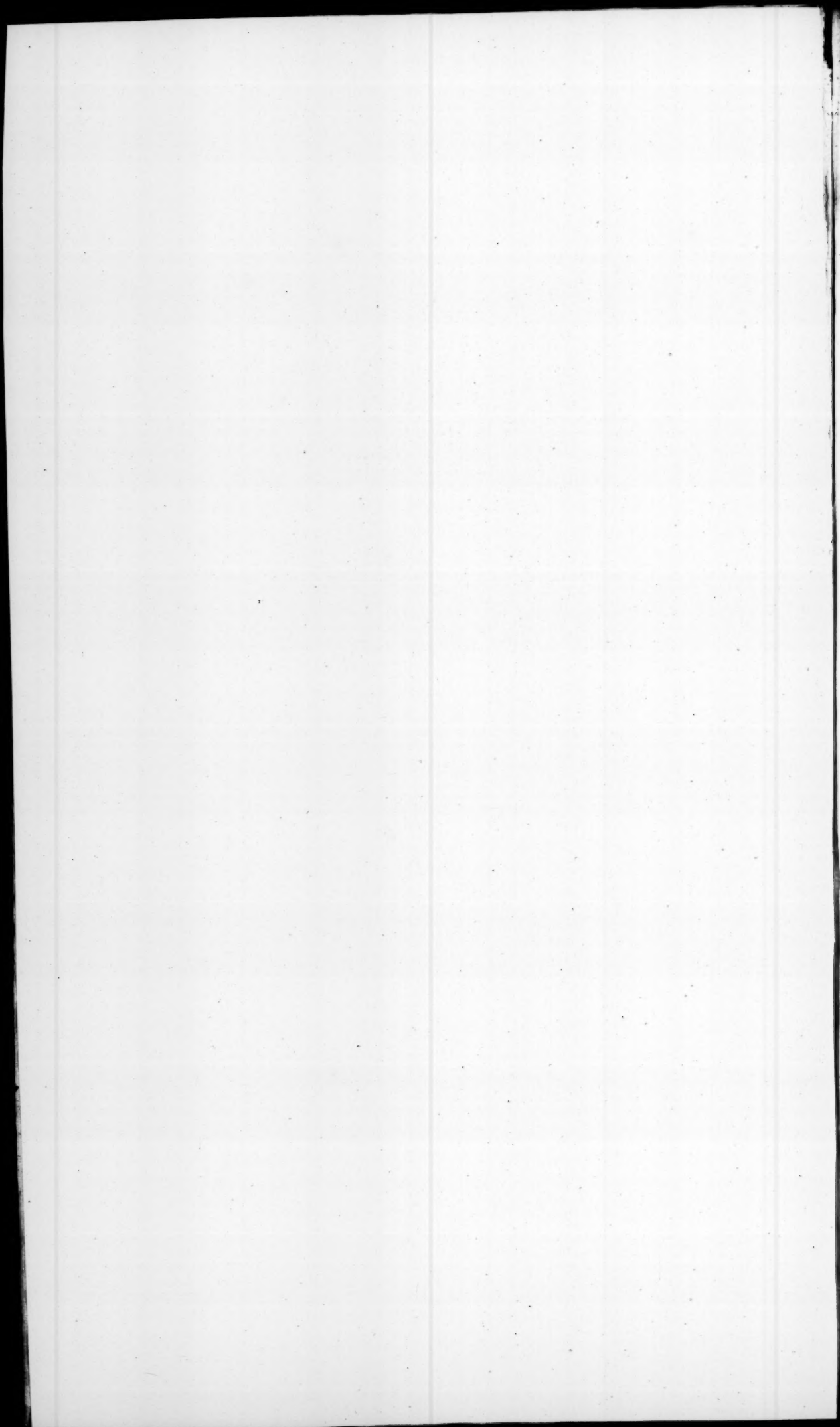
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